THE PUBLIC ORDER BILL p. 906

The Solicitors' Journal

[ESTABLISHED 1857.] [REGISTERED AS A NEWSPAPER.]

VOL. LXXX. No. 46 [PAGES 901 TO 920]. **Saturday, November 14, 1936.** PUBLISHED WEEKLY. PRICE ONE SHILLING.

FLOWERDEW & CO.,
LIMITED.
Confidential Enquiries, Investigations, &c.
AGENTS FOR THE LEGAL PROFESSION SINCE 1834.
227-228 STRAND, LONDON, W.C.2
Telephone: Central 1642 (4 lines).

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY
AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

COINS AND MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, Ltd.
3, ROBERT ST., ADELPHI, W.C.2. Temple Bar 1611.

Incorporated A.D. 1720.
THE
Royal Exchange
Assurance
has undertaken the duties of
TRUSTEE
EXECUTOR
ADMINISTRATOR
for THIRTY-FIVE years.
SOLICITORS *desiring the co-operation of an independent and experienced corporate trustee may obtain particulars from*
TRUSTEE MANAGER
ROYAL EXCHANGE
LONDON, E.C.3
or Branches throughout the United Kingdom.

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

THE
GUARANTEE SOCIETY
LIMITED.
(THE OFFICE WHICH IN 1840 FOUNDED PUBLIC SURETYSHIP.)
Solicitors are invited to approach the Society when requiring to arrange any class of
FIDELITY GUARANTEE.
COURT BONDS, including **ADMINISTRATION BONDS,** arranged on most favourable terms,
also
INDEMNITIES
in respect of missing documents, defective titles, etc.
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
BRANCHES IN MOST PRINCIPAL TOWNS.

ESTABLISHED 1869.
LONDON
GUARANTEE
& ACCIDENT COY. LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
4-5, KING WILLIAM STREET, LONDON, E.C.4.
TELEPHONE:—
MANSION HOUSE 9876.

ECONOMISE *and join the*
LAW NOTES LENDING LIBRARY Ltd.
THE LATEST TEXT BOOKS ON LOAN FOR PRACTITIONERS AND STUDENTS.
25-26, Chancery Lane, London, W.C.2.

ADVERTISEMENTS OF REGISTERED ANNUAL SUBSCRIBERS ARE INSERTED FREE OF CHARGE UNDER APPOINTMENTS VACANT APPOINTMENTS WANTED, PRACTICES AND PARTNERSHIPS, AND ARTICLED CLERKS.

NOTICE TO SUBSCRIBERS.

The Manager would appreciate the courtesy if Subscribers would kindly notify him **at once** when Appointments have been filled or obtained.

When replying to Advertisers please mention "The Solicitors' Journal."

PUBLIC NOTICES.

CIVIL SERVICE COMMISSION.

Four vacancies exist for established Junior Legal Assistants—one in His Majesty's Land Registry and three in the department of the Official Solicitor of the Supreme Court. Salary for men £315 a year rising by annual increments of £18 to a maximum of £625 a year; for women £315 a year rising by annual increments of £12 to £399 a year and thence by annual increments of £18 to a maximum of £510 a year.

Candidates must be Barristers or admitted Solicitors, and should have had experience of Real Property Law and Conveyancing; they must be under the age of 35 on the 25th November, 1936, but this age limit may be extended in favour of candidates who served in H.M. Forces between the 4th August, 1914, and the 11th November, 1918, and are or have been employed in a Government Department.

The initial salary may be increased by increments of £18 in the case of men, and £12 in the case of women, in respect of each completed year, not exceeding five, of professional experience after reaching the age of 25.

There are prospects of promotion to higher professional posts, full particulars of which, together with forms of application and copies of the regulations may be obtained from the Chief Assistant, H.M. Land Registry, Lincoln's Inn Fields, W.C.2, to whom application forms should be returned not later than the 25th November, 1936.

CIVIL SERVICE COMMISSION.

A vacancy exists for one established Junior Legal Assistant in the Post Office Solicitor's Department. Salary for men, £315 a year, rising by annual increments of £18 to a maximum of £625 a year; for women, £315 a year, rising by annual increments of £12 to £399 a year, and thence by annual increments of £18 to a maximum of £510 a year.

Candidates must be admitted Solicitors, and should have had experience of Real Property Law and Conveyancing; they must be under the age of 35 on the 28th November, 1936, but this age limit may be extended in favour of candidates who served in H.M. Forces between the 4th August, 1914, and the 11th November, 1918, and are or have been employed in a Government Department.

The initial salary may be increased by increments of £18 in the case of men, and £12 in the case of women, in respect of each completed year, not exceeding five, of professional experience after reaching the age of 25.

There are prospects of promotion to higher professional posts, full particulars of which, together with forms of application and copies of the regulations may be obtained from the Solicitor, Solicitor's Department, General Post Office, St. Martins-le-Grand, E.C.1. No application can be considered unless received on the prescribed form not later than the 28th November, 1936.

FINSBURY BOROUGH COUNCIL.

The Finsbury Borough Council invite applications for the appointment of Law Clerk in the Town Clerk's Department, at a commencing salary of £285, rising by annual increments of £15 to £450 per annum.

The person appointed must be under 40 years of age and have had not less than eight years practical experience in a Solicitor's office. He will be required to pass a medical examination; serve a satisfactory probationary period of six months and thereafter contribute to the Council's Superannuation Scheme.

Applications, upon forms obtainable at this office or by sending a stamped addressed foolscap envelope, must reach me not later than first post on Wednesday, 2nd December, 1936.

Canvassing in any form will disqualify.

J. E. ARNOLD JAMES,
Town Clerk and Solicitor.

Town Hall,
Finsbury, E.C.1.
6th November, 1936.

APPOINTMENTS VACANT.

JUNIOR Conveyancing Clerk with at least two years' experience of Land Registry work and preparation and lodgment of Land Registry forms.—Apply, stating age, to Box 4781, Solicitors' Journal, 29, Breams Buildings, E.C.4.

ASSISTANT Solicitor (admitted not less than three nor more than seven years) required by solicitors practising Central London and S.E. suburbs; advocacy, police and county courts, and common law experience essential.—Write, stating age, experience and salary required, Box 4784, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITORS' INDEMNITY INSURANCE

A Small Premium May Save a Big Loss.

Thousands of pounds are paid out each year on behalf of Solicitors in respect of claims for actual or alleged neglect, omission or error.

Apply for specimen policy, stating total number of partners and staff, excluding only typists and office boys—

MUIR BEDDALL & CO., LTD.

Incorporated Insurance Brokers,

37, Gracechurch Street, London, E.C.3.

Telephone: Mansion House 0404 (5 lines).

ASSISTANT Solicitor wanted, Varsity man preferred; competent advocate, with some knowledge of local government work and of general country solicitor.—Box 4789, Solicitors' Journal, 29, Breams Buildings, E.C.4.

CONVEYANCING Managing Clerk required with at least three years' previous experience in that capacity.—Apply, stating age, to Box 4782, Solicitors' Journal, 29, Breams Buildings, E.C.4.

APPOINTMENTS WANTED.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery Lane, W.C.2.

LADY Secretary Shorthand-Typist, 43, well educated, good appearance, legal and commercial experience, 14 years secretary Barrister, Chancery. Disengaged. Salary desired £3 10s.—Apply, Harrap, 11, Boveney Road, Honor Oak Park.

CONVEYANCING Managing Clerk or Assistant (42), unadmitted, disengaged. Wide experience Building Society and Estate Development work. 3½ years Manager without supervision. Town or Brighton district. Good references. Salary by arrangement.—Box 4776, Solicitors' Journal, 29, Breams Buildings, E.C.4.

UNADMITTED Clerk seeks position. Several years' experience Conveyancing, Probate, Litigation and general practice, some book-keeping.—Box 4794, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR, 24, admitted two years, desires post with prospects; wide experience, particularly conveyancing, trust and commercial work; North preferred but not essential.—Box 4759, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR (32), Public School and University, formerly barrister, desires clerkship with prospect of partnership; wide experience of conveyancing and Chancery work. Salary by arrangement.—Box 4778, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR, aged 36, Public School, articled City of London, admitted 1924, good all-round experience in London and country offices, including conveyancing and probate, company and commercial work and litigation, seeks position, London or country, as managing clerk or assistant solicitor; accustomed to police and county court advocacy; salary by arrangement. —Box 4774, Solicitors' Journal, 29, Breams Buildings, E.C.4.

CASHIER-BOOKKEEPER (malé), experienced full set of books to final accounts, trust accounts, probate, costs and debt collecting; 12 years present post. —Write Box 4783, Solicitors' Journal, 29, Breams Buildings, E.C.4.

THE WESTERN SHIPPING AGENCY LTD.

Rail, Sea and Air Tickets.

'PHONE HOLBORN 3207,
and have them delivered at your office.

SUNNY WEST INDIES.

JAMAICA, £50. TRINIDAD, £64.10. BARBADOS, £58

Consult our Travel Director, who knows these Islands personally; or he would be pleased to call by appointment.

68, GREAT QUEEN STREET, KINGSWAY.

CONVEYANCING Clerk, 23, unadmitted, over six years' legal experience, capable of carrying through conveyancing matters with slight supervision; some knowledge probate; town or country; good references; moderate salary.—Box 4785, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR'S Clerk, accustomed to dealing conveyancing, probate, trust and reversionary matters with or without supervision; also building society and estate development; disengaged after 6th November; salary by arrangement.—Write Box 4787, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR, 24, admitted August, 1936, desires clerkship in London or Southern Counties; experience in conveyancing, probate, trust work; keen worker; able to work without supervision; salary £208, or by arrangement.—Box 4788, Solicitors' Journal, 29, Breams Buildings, E.C.4.

EXPERT Law Costs Draftsman requires re-engagement; experienced in drafting and settling costs in all divisions and attending taxations; excellent references; salary by arrangement.—Box 4791, Solicitors' Journal, 29, Breams Buildings, E.C.4.

SOLICITOR, 22, Public School, Final June, 1936, five years' articles with leading Northern firm, experience of conveyancing, trust, probate and commercial work and some common law, knowledge of engineering, timber, ships, and general physical and chemical scientific knowledge, desires legal-commercial or financial position, anywhere.—Box 4792, Solicitors' Journal, 29, Breams Buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 20, Grosvenor Gardens, S.W.1 (Telephone: Sloane 2315), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-SUBMARINE and Mine-sweeping R.N.R. Officer, athletic, master mariner, 18 years' command cargo and passenger ships, 2 years' experience shipping ashore, requires position trust, master of yacht, technical adviser. 1546

LETTERING, Posters, Tickets, Canvas Signs, &c., window displays, lettering for reproductions, experienced man desires engagement with progressive retail or manufacturing firm; full or part-time arrangement; specimens on request. 4998

EX-OFFICER, initiated Export Sales, thorough experience foreign business methods, also purchasing for large organisation, commercial, technical, French, German, Dutch, seeks position; living wage. 17467

EX-OFFICER requires Management or Assistant Manager lime and sugar cane plantation; experience West Indies—400 acres, 120 coloured workers—also manufacture concentrated lime juice and sugar. 17116

AS ORGANISER, Office or Business Manager. Ex-Officer (43), married, requires post where practical experience accountancy, advertising, printing and publicity, could be utilised; excellent testimonials. 11967

THE OFFICERS' ASSOCIATION Employment Bureau have many ex-officers on their register with linguistic qualifications, etc., and would welcome enquiries for Interpreters, Guides and Couriers, etc.

In addition to the above-mentioned, the Officers' Association Employment Bureau have on their Register a very large number of other Ex-Officers of varied qualifications, and the Secretary would be very grateful if Employers would kindly notify him at 20, GROSVENOR GARDENS, LONDON, S.W.1, particulars of any vacancy they may have available. Telephone Sloane 2315.

The Solicitors' Journal

VOL. LXXX. **Saturday, November 14, 1936.** No. 46

Current Topics: The Lord Mayor and the Courts—Central Criminal Court: November Session — Accident Statistics and Pedestrians' Association—The Age of the Victims — Accidents Due to Road Lay-out—The Pedestrian's Responsibility — Pedestrian Crossings in Country Districts—Enforcing the Speed Limit —The Trunk Roads Bill—The Public Health Act, 1936—Recent Decisions —Articled Clerks 901
The New County Court Rules 904
The Duration of Separation Deeds .. 905
The Public Order Bill 906
Company Law and Practice 906
A Conveyancer's Diary 908
Landlord and Tenant Notebook .. 909
Our County Court Letter 910
To-day and Yesterday 911
Notes of Cases—
Attorney-General for New Zealand *v.* New Zealand Insurance Co. and Others 912
Ledwith and Another *v.* Roberts and Another 912
International Trustee for the Protection of Bondholders *v.* The King 913
George Legge & Son Ltd. *v.* Wenlock Corporation 913
Harding *v.* H. & E. Waters Ltd. .. 914
Kirk *v.* Eustace 914
In re Pollock 915
In re Knox; Fleming *v.* J. W. Carmichael 915
Mezger *v.* Mezger 916
Correspondence 916
Obituary 917
Books Received 917
Parliamentary News 917
Rules and Orders 918
Societies 919
Legal Notes and News 919
Court Papers 920
Stock Exchange Prices of certain Trustee Securities 920

Current Topics.

The Lord Mayor and the Courts.

WHILE to the man, or perhaps we should rather say to the boy, in the street the Lord Mayor of the City of London is regarded with affection for providing each year the spectacular procession of 9th November so dear to the juvenile heart, to those interested in constitutional history he means very much more, for he embodies a host of civic customs and laws which have come down to us from far-off days. The City of London received various charters from our early monarchs, but by that of 1215, described by STUBBS as conferring the crowning privilege on the community and constituting it a perfect municipality, the citizens were accorded all the liberties theretofore enjoyed by them, and, further, the right annually to elect their Mayor, who was to be faithful, discreet and apt for civic duties, and who was to be presented after his election to the Sovereign or to his Justiciar; and so, in accordance with ancient custom, the newly-elected Lord Mayor comes each 9th November to the court of the Lord Chief Justice to be presented to him by the Recorder. The quaint ceremony, one of the few which breaks the monotony of the terms and lends a touch of extra colour to the court, concludes with the traditional invitation to the members of the bench to be guests at the banquet with which the tiring labours of the day fitly conclude. But while most of us see the Lord Mayor only on such ceremonial occasions, it is well to remember that he has much hard work to transact during his year of office. He is nominal head of the Central Criminal Court, whose sittings he periodically attends; he takes his share in the court work at the Mansion House and the Guildhall. Moreover, he has to dispense a lavish hospitality to distinguished foreign visitors; to organise, when the need for this arises, subscriptions to meet the claims of those who have suffered by some great disaster; while his unique position in the municipal sphere is recognised by the fact that he is among those summoned to the meeting at which a new Sovereign is proclaimed.

Central Criminal Court: November Session.

THE list for the November Session of the Central Criminal Court, which opened on Tuesday, included four murder charges, one each of manslaughter, malicious wounding, assault with intent to rob, causing grievous bodily harm, robbery with violence, and throwing corrosive fluid. There were also five charges of bigamy, one of fraudulent conversion, one of arson, one of demanding money with menaces, two of coining, one of conspiracy to defraud, four of stealing, five of breaking and entering, one of possessing housebreaking implements by night, and two offences against the Post Office. During the present session MACNAGHTEN, J., is dealing with the cases in the High Court judge's list.

Accident Statistics and Pedestrians' Association.

THE "Quarterly News Letter," issued by the Pedestrians' Association for October, 1936, contains some interesting observations concerning the Ministry of Transport Report on Fatal Road Accidents, 1935, which was considered in these columns some weeks ago. It is necessary to say that we do not identify ourselves with all the conclusions of the association on the present position, nor do we invariably endorse its recommendations but, at a time when the toll of the road as revealed by the statistics of killed and injured issued each week by the Ministry of Transport shows little, if any, sign of abating, the introduction of more drastic expedients than any hitherto adopted to mitigate what has become an intolerable state of affairs, is likely to command an ever-growing measure of responsible support. In the opinion of the association three points stand out from the report: first, the majority of road accidents occur under conditions conducive to high speed; secondly, the old and young are the chief victims among pedestrians, and thirdly, the conditions and lay-out of the road were assigned as the sole or main cause of only forty-four accidents, whereas 5,685 were attributed to the actions of road users themselves. These points are expanded, in substance, as follows: In regard to speed, it is pointed out that according to the figures 3,885 fatal accidents (nearly 62 per cent. of the total) occured on straight roads or open road bends with good sight lines, 79 per cent. in clear weather, and less than 15 per cent. in rain, hail, snow, fog or mist, 58 per cent. in daylight, 3,736 or 60 per cent. under conditions of light traffic, and only 213 in dense traffic, "when," as the report states, "speed would of necessity be greatly reduced." The principal causes of 1,996 accidents are attributed mainly to drivers and of the causes analysed excessive speed heads the list with 475 cases. Moreover, it is thought, that in nearly all the other subheads—e.g., cutting in, failure to keep to the near side of the road, skidding, swerving, losing control, misjudging clearance distance or speed of another vehicle, mounting footpath or refuge, etc., failing to stop on pedestrian crossing-places—excessive speed probably played a large part in contributing to the accident. The fact that 194 of the accidents attributed to excessive speed occurred in built-up areas is regarded as disturbing, since it is claimed to exhibit a laxity in the enforcement of the speed limit, which, it is thought, must in the great majority of these cases have been exceeded.

The Age of the Victims.

FIGURES regarding the age of those killed—32 per cent. were under eighteen and 43 per cent. were sixty or over—are cited, with the observation that pedestrians escape from traffic dangers simply in proportion to their physical capacity. It is thought probable that in general, persons of the greatest physical alertness and agility take the greatest seeming risks in traffic. It is idle to expect the old to show either the agility or the judgment necessary, taking into account the volume and speed of modern traffic. Casualties among children are regarded as the most disturbing. "Apart from changing the traffic conditions," it is said, "the remedy here seems to lie in greater vigilance on the part of the driver and his reducing speed to dead slow when at all doubtful of the movements of children he may be approaching, in greater parental control, and the provision of more playing fields, play centres and play streets. Problems associated with the safety of those between the ages of five and eleven have, it is noted, already been considered by the Committee on the Safety of School Children, but over the age of eleven there is still to be taken into consideration the loss of life among cyclists of whom 393 under the age of eighteen were killed during the year reviewed by the report.

Accidents Due to Road Lay-out.

THE very small proportion of road accidents attributed solely or mainly to the conditions of the roads compared with those attributed to the actions of road users (44 to 5,685) is emphasised in light of the demand for bigger and better roads. The Pedestrians' Association, it is intimated, has always contended that road improvements as understood by the motorist were not a cure but an aggravation of the malady. Straighter and wider roads mean higher speeds and, it is urged, more fatalities among all classes of road users. With regard to the users themselves, the association recalls its protest against the attempt in the Ministry's statistics to apportion blame for accidents especially between drivers and pedestrians (on the ground that it was impracticable and likely to mislead more than help), but, assuming the allocation of blame in the report is approximately correct, it urges that the figures disclosed show that the modern system of motor traffic is quite unsuitable for, and inherently unsafe on, public highways in view of the fact that in spite of all propaganda and the protective instinct of self-preservation so many thousands of road users make fatal mistakes. The solution of the problem, it is suggested, is to be sought rather by confining the traffic as far as possible to exclusive tracks or motorways, and in so far as it is permitted on public highways, subjecting it to such rigid control that it is no more dangerous than any other form of locomotion on a public highway. The right approach to the problem is to analyse the motorists' faults and construct motorways embodying safety principles that would make the commission of such faults physically impossible—e.g., by double tracks, bridged and tunnelled approaches, signal controlled access.

The Pedestrian's Responsibility.

IT is duly noted that according to the report 2,551 or 82.9 per cent. of the pedestrians killed were solely or mainly responsible for their own deaths, and that pedestrians were said to have been responsible also for the deaths of nine motor cyclists and fifteen pedal cyclists. Attention is, however, drawn to the passage in the report where the difficulty, and frequently the impossibility, of obtaining reliable evidence of the causes of accidents is stressed, particularly in regard to cases of "apparent" inattention on the part of pedestrians which amount to 41 per cent. of the accidents attributed to them. "With these official qualifications and assumptions, can," it is asked, "any value be attached to these figures, particularly when it is remembered that 314 of the pedestrian victims were under the age of five and another 541 between the ages of five and eleven? Until civilised conditions are restored to the highways with a speed limit of not more than twenty miles per hour in built-up areas strictly enforced, it is impossible to say to what extent pedestrians are careless, and whether the results of such carelessness involving death and injury are unavoidable, even by a careful motorist." One final point may be mentioned. It is thought that the reduction in accidents in 1935 compared with those of the previous year would have been greater but for what is described as the policy of the Minister of Transport in derestricting many roads in built-up areas.

Pedestrian Crossings in Country Districts.

IT is of some interest to observe that it was decided at a recent meeting of the Surrey County Council that no action should be taken in regard to the establishment of pedestrian crossings on the county roads in rural districts. The Highways Committee stated that it was not in favour of pedestrian crossings as defined in s. 18 of the Road Traffic Act, 1934, but favoured the installation of ray-operated pedestrian crossing signals. The committee had instructed the county engineer to report as to the provision of this type of signal at suitable points. It may also be noted that at the same meeting the Highways Committee reported that several hundred pedestrian crossings had been recommended by local authorities. The committee recommended, and the council agreed, that the local authorities should be informed that the council was not prepared to contribute towards the cost of the crossings. The foregoing information is derived from the report of the meeting in *The Times*.

Enforcing the Speed Limit.

IN the course of a recent question in the House of Commons, asking the Home Secretary if he was satisfied with police methods of estimating the speeds of motor vehicles in built-up areas, reference was made to a recent conviction for exceeding the speed limit by the Kingston magistrates, and to the subsequent quashing of the conviction with costs against the police by the Appeals Committee of the Surrey Quarter Sessions. It was, moreover, suggested that very considerable alarm had been felt at the number of cases in which the sole evidence for the prosecution was supplied by police officers, and that when evidence rebutting the police evidence happened to be available the evidence of the defence was not accepted by the court. In answer, Mr. LLOYD, Under-Secretary, Home Department, said that the Commissioner of Police of the Metropolis informed him that the method of enforcing the speed limit in built-up areas, which was usually employed and was employed in the case referred to, was for traffic patrols to follow for a reasonable distance the vehicle which they suspected of exceeding the limit and to time it by means of the speedometer in the police car. In the instructions issued to police special stress was laid on the necessity for keeping as far as possible at an even distance behind the vehicle which was being followed. By means of tests carried out daily over measured distances everything possible was done to ensure the accuracy of the speedometers in the police cars and the police were carefully instructed in their duties. It was for the courts to decide in the light of the evidence whether an offence had been committed, and the result of the case mentioned in the question did not in the opinion of the Home Secretary afford any ground for ceasing to employ that method. In regard to the above suggestion, Mr. LLOYD observed that it was, of course, open to the person charged to rebut the police evidence when the case came before the court, and if the motorist was aggrieved by the decision he had the right to appeal to quarter sessions. He would have thought that the value of this right was exemplified in the present case. An affirmative answer was given by Captain HUDSON, Parliamentary Secretary, Ministry of Transport, to a further question whether the imposition of the thirty-miles-an-hour speed limit in built-up areas had been accompanied by a decrease of road accidents in those areas greater than the decrease which had taken place in unrestricted areas.

The Trunk Roads Bill.

SOME ten days ago the Minister of Transport presented in the House of Commons the Trunk Roads Bill, the objects of which are thus stated in its title: "to provide that the Minister of Transport shall be the highway authority for the principal roads in Great Britain which constitute the national system of routes for through traffic; to make consequential amendments in the law relating to highways, and for purposes connected with the matters aforesaid." The roads for which the Ministry is to assume responsibility are set out in the 1st Sched. to the Bill. These—which are to be known as "trunk roads"—have a mileage of about 4,500 and constitute about 17 per cent. of the mileage of the Class 1 roads in the country. The Bill does not apply to the Administrative County of London, nor does it affect roads lying within the confines of a county borough, or a large burgh in Scotland. With regard to diversions, the Minister is empowered, after consultation with the highway authorities concerned, to make orders declaring that the line of a new by-pass shall be a trunk road, and at the beginning of the financial year following the date on which the by-pass is open to traffic the superseded road will cease to be a trunk road and resume its former status as a county road, and in view of the fact that the 1st Sched. is based on roads now open for traffic, suitable provision is made for the inclusion of by-pass and diversion roads now under construction. The Bill provides for the transfer to the Minister of Transport in relation to trunk roads of all the powers which the former highway authorities possessed, together with certain powers belonging to local, as opposed to highway, authorities which are essential for the proper control of the road—and also for the transfer of the control over the operations of statutory undertakers and others entitled to break up streets. Disputes between undertakers and the Minister will be determined by arbitration. The Minister is empowered to make agreements with local authorities for the exercise by them as his agents of such functions of maintenance and minor improvement as he may delegate to them. Similar agreements may be entered into for the execution of major improvements, and, where the Minister thinks it expedient that any road across a trunk road should pass over or under it, he may construct a sub-way or bridge and approaches. He is also empowered to enter into agreements with street lighting authorities and to erect traffic signs on any road in the neighbourhood of a trunk road. The beginning of the financial year 1937–38 has been selected as the time from which the proposed Act should operate. This means, of course, 1st April in England and Wales and 16th May in Scotland. The proposals contained in the Bill have been accorded a favourable reception by the motoring and other road users' organisations.

The Public Health Act, 1936.

THE Ministry of Health has recently sent to local authorities a communication—Circular No. 1576—on the Public Health Act, 1936, which comes into operation on 1st October next. We have already dealt with this measure in its draft form and with the explanatory Second Interim Report of the Local Government and Public Health Consolidation Committee with which it was issued (see 80 SOL. J. 64—the Report, Cmd. 5059, and Bill, Cmd. 5060, were published by H.M. Stationery at 2s. and 3s. 6d. respectively), and it will be unnecessary again to go into the general scheme. It may be stated, however, that the Act, as the circular indicates, consolidates in some 350 sections the provisions of over 600 sections contained in some sixty existing statutes. Moreover, apart from this extensive, and very desirable, degree of consolidation, the new Act amends and simplifies the law, particularly in making generally available for local authorities powers which hitherto have been commonly secured to them only by means of local legislation. The practice of the adoption by local authorities of public health provisions has, the circular points out, been largely abandoned in the new Act in favour of provisions of general application. Allusion is also made to changes effected by the Act in regard to building bye-laws. Existing bye-laws will cease to have effect on the expiration of three years after the passing of the Act (31st July, 1936), while bye-laws made under the Act will cease to have effect upon the expiration of ten years from the date on which they were made. The circular draws attention to the position with special regard to the case of those authorities having no such bye-laws or bye-laws applying to parts only of their districts. Attention is also drawn to provisions relating to temporary buildings and moveable dwellings—particularly to those of s. 269 which were added to the Bill during its passage through Parliament. The substitution of a single code governing future appeals against the requirements of a local authority for the varying kinds of procedure prescribed by earlier statutes, the review of existing provisions relating to the protection of statutory undertakers and similar bodies, and the position of joint boards under the new Act, are among other matters dealt with by the circular. Joint boards, it is pointed out, are enabled, by s. 314, to apply to the Minister of Health for an order amending their existing powers; but it is urged that the need for such an application should be reviewed without delay, because, unless an order of the kind in question is made within two years after the commencement of the Act, it will be provisional only and require confirmation by Parliament. A further circular is shortly to be addressed to local authorities in regard to certain other provisions of the Act.

Recent Decisions.

IN *Berry and Stewart* v. *Tottenham Hotspur Football and Athletic Co. Ltd.* (*The Times*, 11th November), the court refused to grant a declaration to the effect that the defendant company was not entitled to decline to register share transfers made by the first plaintiff in favour of the second. One of the articles of association contained clauses restricting transfers of shares and provided that the directors should not be bound to specify the grounds upon which registration was declined. Following *Ex parte Penny*, L.R. 8, Ch. 446, Clauson, J., intimated that he was bound to hold that the directors had acted reasonably in the present case and ruled out evidence to show that on certain previous occasions other transfers had been rejected for reasons which, it was suggested, had not justified rejection.

In *Pelster* v. *Pelster and Samuel* (*The Times*, 11th November), the court disallowed costs in connection with a group of items in a divorce suit in regard to certain witnesses whose evidence was sought with a view to showing that the co-respondent had been a co-respondent in an entirely disconnected suit in the same court some ten years previously, so that if he denied it he could be confronted with witnesses to show that he was the party involved. The objection to taxation of costs under this head involved a point of principle—see Supreme Court of Judicature (Consolidation) Act, 1925, s. 198—upon which a judge would interfere with the discretion of a taxing master.

Articled Clerks.

THE regulations made by The Law Society under s. 26 of the Solicitors Act, 1932, and s. 8 of the Solicitors Act, 1936, are set out on p. 918 of the present issue. Particular attention is drawn to the regulations which have been made regarding the provisions of s. 2 (1) of the latter Act and to the forms prescribed for use in connection therewith. That sub-section requires not less than six weeks' notice to be given to the secretary of The Law Society by persons proposing to enter into articles. Both Act and regulations come into force on the 1st January next, and it follows that those intending to be bound by articles of clerkship from that date have only a few days left in which to give this statutory notice. The new provisions do not, of course, affect clerks becoming articled up to the 31st December of the present year.

The New County Court Rules.

(*Continued from p.* 886.)

Applications and directions in the course of Proceedings.

When an application is made on notice, in the course of proceedings, the new rules require that it should be served on the opposite party and filed in the court office, not less than one clear day before the hearing of the application (Ord. XIII, r. 1 (*b*) (i)). The old Ord. XII, r. 11 (1) provided for two days' notice. In spite of this shortening of the time, the judge or registrar will still be able to give leave for a shorter notice, and will also be able to dispense with notice.

The judge and the registrar are also given a wider discretion as to the type of evidence they may direct on these applications. As before, no affidavit evidence will be necessary in the first instance, but the judge or registrar will be able to direct evidence to be adduced in such manner as he thinks fit (Ord. XIII, r. 1 (*c*)), and is not confined to affidavit evidence as he was under the old Ord. XII, r. 11 (2).

Applications by defendants, neither residing nor carrying on business within twenty miles from the court in which an action or matter is commenced, for security for costs to be made by the plaintiff in other than default summonses, will have to be made within eight days of the service of the summons, inclusive of the day of service (Ord. XIII, r. 7 (4)), instead of seven clear days at least before the return day, as under the old Ord. XII, r. 9.

If a deposit is ordered and not made within the required three days (Form 75) the procedure will be, as under the old rules, for the action to be struck out. The defendant may then lodge his bill of costs for taxation, and it is provided that if the costs allowed are not paid within fourteen days after taxation, the defendant may have judgment entered for the taxed costs and the costs of entering judgment (Ord. XIII, r. 7 (5) (*b*)).

Transfer of Proceedings.

A new and important rule is that enabling a defendant not residing or carrying on business in the district of the court in which an action against him is pending, to apply *ex parte* in writing without fee, for the action to be transferred to the court of the district where he resides or carries on business. The judge or registrar is to consider the question of hardship before making the order, and may, in any case, before dealing with the application, cause notice of the application to be given to the plaintiff and may adjourn the hearing of the action.

Where proceedings are transferred from the High Court to the county court the registrar, on receipt of the documents to be sent under s. 74 or 138 of the 1934 Act, must enter the proceedings in the books of the court and must give not less than fourteen clear days' notice of hearing to every party (Ord. XVI, r. 10). Under the old Ord. XXXIII, r. 8, the registrar applies to the judge for directions, but under the new rules the party lodging the necessary documents must also file (*a*) a statement of the names and addresses of the parties and their solicitors; (*b*) if ordered under s. 65 of the 1934 Act, the agreement that the county court shall have jurisdiction; (*c*) particulars of claim, if he is plaintiff and has not already delivered a statement of claim in the High Court, with as many copies as there are defendants; (*d*) particulars of counter-claim with as many copies as there are plaintiffs, where he is a plaintiff and only a counter-claim is transferred and none has been delivered in the High Court. If no defence has been delivered in the High Court and a statement of claim or particulars of claim have been delivered, the defendant must within eight days of the receipt of the notice of hearing in the county court deliver at the court office a statement of his defence and particulars of counter-claim, if any, together with as many copies as there are plaintiffs.

The registrar must give at least fourteen clear days' notice of the hearing of an interpleader summons transferred to the county court (Ord. XVI, r. 11 (*a*)). Only ten days' clear notice was required under the old Ord. XXIII, r. 9. The claimant will also have eight days from the receipt by him of the notice of hearing (instead of five clear days before the day of the hearing) in order to lodge the particulars of his claim.

Evidence.

Evidence in support of or in opposition to a petition may be by affidavit unless the judge otherwise directs (Ord. XX, r. 3).

The old Ord. X, r. 17, has been assimilated to the High Court Rule, and in future not less than six clear days (seven in Ord. XXXVI, r. 37, of R.S.C.) before the trial of a libel or slander action where justification is not pleaded, particulars must be given to the plaintiff of any evidence the defendant intends to offer at the trial in mitigation of damages as to the circumstances in which the libel or slander was published or the character of the plaintiff. In the absence of such statement evidence as to these matters will not be admissible without the leave of the judge (Ord. XX, r. 7).

Summonses to witnesses will no longer, it seems, be issued without leave or even as under the old Ord. XVIII, r. 3 (*a*), by post. Under the new Ord. XX, r. 8, application must be made to the registrar and the applicant must file in the court office a præcipe in Form 115, produce the plaint note and originating process, and, where the summons is to be served by the bailiff, deposit any money required under the rules to be tendered or paid to the witness as compensation for loss of time and travelling expenses.

Witness summonses will have to be served on the witness personally (Ord. XX, r. 8 (4)), and it will not be sufficient as hitherto, to serve "some person apparently not less than sixteen years of age at the house or place of dwelling or place of business of the witness" (Old Ord. XVIII, r. 4).

It is also to be observed that witness summonses can no longer be served by firms of process servers, as Ord. VIII, r. 2, to which reference was made last week (*ante*, p. 885), applies to all documents required by any Act or rule to be personally served.

Judgments and Orders.

Judgments and orders against married women will, unless the court otherwise directs, be in one of the forms applicable to *femes soles*. Where, however, the judgment or order is in respect of a contract entered into or debt incurred before 2nd August, 1935 (the day when the Law Reform (Married Women and Tortfeasors) Act, 1935, came into operation), the minute of the judgment or order must contain a note showing that the contract was entered into or the debt incurred before that date, and that the judgment or order is not enforceable otherwise than as against the property of the married woman, and the court may also order that the judgment or order shall be in Form 138, which protects property subject to a restraint on anticipation against payment of the judgment and costs. Under s. 2 of the 1935 Act no valid restraints can be created after 1st January, 1936. The net result is that judgments in the old Scott and Morley form will not be used in the future where the debts were incurred after 2nd August, 1935.

Service of a judgment or order must be made by the registrar except where the court otherwise orders. The old rule enabling solicitors to serve judgments and orders in the nature of decrees and interlocutory orders has disappeared (old Ord. XXIII, r. 6). The registrar is given power where he thinks fit to serve judgments on parties personally even when they are acting through solicitors (Ord. XXIV, r. 8 (3)).

The only cases in which a judgment on a default summons need be drawn up and served will be: (1) where the judgment is for payment to the plaintiff or his solicitor; and (2) where the plaintiff has abandoned part of his claim under Ord. XV, r. 6. It will no longer need to be drawn up or served where the judgment is for payment by instalments.

If costs are not taxed on the day specified for payment under the judgment, or if no day is specified within fourteen

28 1 38

days from the judgment, they will be payable within three days after taxation. The court may, on an application made on notice, make an order for payment at an earlier date. The old Ord. XXIII, r. 12 (*a*), provided that such an application could be made *ex parte*, but that an order made on an *ex parte* application could be set aside within two days after service.

Applications to set off judgments or orders obtained in the same county court will have to be made to that court on the day when the last judgment or order was obtained, if both parties were present, and in any other case, on notice. Where they are obtained in different county courts or in the High Court and in the county court, the old rule is not altered, except that an applicant to one court must give the registrar of the other court not less than one clear day's notice of his intended application (Ord. XXIV, r. 16).

The registrar may deal with any judgment summonses out of court without the leave of the judge under the new Ord. XXIV, r. 17 (see old Ord. XXIII, r. 14 (3)).

(*To be continued.*)

The Duration of Separation Deeds.

A NOVEL and important question of law sometimes arises in the county court, and leads ultimately to a decision of the Court of Appeal, which finds its way into the reports and books, and is elevated from the position of a case of trivial importance to that of a leading authority.

But it is very seldom that a county court appeal gives rise to such an acute and irreconcilable difference of opinion in the Court of Appeal as that revealed in the judgments in *Kirk* v. *Eustace* (*The Times*, 3rd November). The question at issue, however, cannot be said to be altogether novel, for there are various cases bearing on the matter, one of which is almost exactly similar, and it is one upon which there is a distinct conflict of authority.

The case turned on the construction of an ordinary separation deed made in 1922 between husband and wife. It began by recitals that unhappy differences had arisen between them, and they had agreed to live separate and apart, and that the husband had agreed to allow his wife £2 a week during her life. The deed contained covenants by husband and wife to live apart and not to molest the other. The husband covenanted to pay £2 a week to his wife during her life, subject to a *dum casta* condition, for her separate use and benefit. It was also provided that payment should cease in the event of the parties being reconciled and cohabitation being resumed, but there was no express provision to meet the case either of a divorce or death.

The weekly sum was paid, and both parties observed the obligations of the deed until the present year, when the husband died, and the payments ceased. The widow claimed that her husband's estate was liable to pay the £2 a week for the rest of her life. The husband's executors refused to continue the payment, and the widow brought an action to recover it in the Hull County Court. Deputy Judge Owen decided the case in her favour, mainly on the ground that, in his opinion, there was no contrary intention shown in the deed within the meaning of s. 80 of the Law of Property Act, 1925 (formerly s. 59 of the Conveyancing Act, 1881) to exclude the liability of the husband's estate. The husband's executors appealed, and the Court of Appeal have now, by a majority composed of Slesser and Scott, L.JJ., allowed the appeal, the other member of the court, Eve, J., dissenting.

It will be noted that the two common law judges are on one side, and the Chancery judge on the other. The difference of opinion is one not so much between individual judges as between two schools of thought, between Equity and the Common Law. The common law (and probably also the divorce court) view is that the document, being a separation deed, could have no effect or validity beyond the joint lives of the parties, and that therefore the words "during her life" could not bear their literal meaning, and give the wife an annuity for her life, subject to the conditions of the deed. The Chancery view is that this is what the parties had chosen to contract, and there being no ambiguity in the language used, the widow was entitled to £2 a week for the rest of her life. If it had been intended to confine the payment to the period of the joint lives, there is a common form which could have been, but was not, used to express that intention. This vital difference of opinion can only be resolved by the House of Lords, leave to appeal to which was granted. All the members of the court agreed that the document was clear and unambiguous. Unfortunately, they differ as to what, in the events which happened, it really meant.

Lord Justice Slesser reviewed various authorities in the course of his judgment, particularly *Charlesworth* v. *Holt*, L.R. 9, Ex. 38. There the husband covenanted to pay his wife an annuity during their joint lives. He subsequently divorced his wife, an event not provided for in the deed, and claimed that he was no longer liable under the deed. The court, however, held that the language was too strong to end the husband's obligation. Kelly, C.B., said that the husband might have introduced express words limiting his liability to the period for which Lucy Holt remained his wife, but he did not do so. This decision was followed in *May* v. *May* [1929] 2 K.B. 386, but the lord justice thought both these cases were distinguishable from the present one, in which, by the death of the husband in his wife's lifetime, "the whole substratum of the contract was gone." He supported this view by a quotation from the first edition of Lush on "Husband and Wife" and by the decision of Kekewich, J., in *In re Gilling*, 74 L.J.Ch. 335. In that case however, assuming it was rightly decided, the covenant to pay the wife an annuity during her life was "if she should so long continue to live apart and separate"; it was a covenant on an express condition. In *Kirk* v. *Eustace* the covenant to pay the weekly sum and the covenants by the husband and wife to live apart were separate and independent covenants.

Lord Justice Scott, who agreed in allowing the appeal, said that the instrument was one which dealt only with conscious and deliberate action of both of the parties and could have no effect after the death of either. He thought the case was an almost perfect illustration of the doctrine of frustration in the law of contract.

With the greatest respect to the learned lord justice, it appears very difficult to follow this reasoning. The doctrine of frustration, as stated in *Tamplin's Case* [1916] 2 A.C. 397, and other authorities mostly belonging to the war period, is one which has never yet been applied to any but commercial contracts. It arises when a contract, the performance of which is not complete, is made impossible to perform by the intrusion of an event which the parties not only did not contemplate or provide for, but could not reasonably have anticipated. In *Tamplin's Case* the parties might have contemplated the possibility of war, an event provided for in every contract of marine insurance, but certainly not of such a war as to require for its conduct the requisition of all available shipping. How, then, can the most inevitable event of death be regarded as a frustration of the object of the contract? The deed, by giving the wife a life interest, expressly provided for her own death, but not for her husband's.

Mr. Justice Eve, who of course has had much the greatest experience of the court in construing settlements, said he could not adopt the view that the deed showed any underlying intention involving the necessity that both parties should be living at any time when it was sought to enforce the deed, and most of the conveyancing branch of the profession would we feel subscribe to that view.

The Public Order Bill.

THE chief provisions of the Public Order Bill, the text of which was issued last Tuesday, are summarised hereunder.

Its objects as set out in the title are "to prohibit the wearing of uniforms in connection with political objects and the maintenance by private persons of associations of military character; and to make further provision for the preservation of public order on the occasion of public processions and meetings in public places."

Clause 1 provides that any person wearing in any public place or at any public meeting a uniform signifying association with any political organisation or with the promotion of any political object shall be guilty of an offence, provided that with the consent of the Home Secretary the chief officer of police may permit the wearing of such a uniform on any ceremonial, anniversary, or other occasion if he is satisfied that it will not be likely to involve risk of public disorder. Moreover, where persons are charged under the foregoing provisions no further proceedings are to be taken other than a formal remand without the consent of the Attorney-General.

By clause 2, if the members or adherents of any association of persons, whether incorporated or not, are (*a*) organised or trained or equipped for the purpose of enabling them to be employed in usurping the functions of the police or of the Crown, or (*b*) organised and trained or organised and equipped for the purpose of enabling them to be employed for the use or display of physical force in promoting any political object, or in such manner as to arouse reasonable apprehension that they are organised and either trained or equipped for that purpose, then any person who takes part in the control or management of the association, or in so organising or training any of its members or adherents shall be guilty of an offence involving liability on summary conviction to imprisonment for not more than six months or to a fine not exceeding £100, or both, or, on conviction on indictment, to imprisonment for not more than two years or to a fine not exceeding £500, or both. The consent of the Attorney-General is required for prosecutions under this clause which also authorises the High Court on his application to make an order to prevent the disposal of property belonging to the association. Property of the association not directed by the court to be utilised in the discharge of its liabilities for the repayment of moneys to such as became subscribers in good faith or towards the cost of winding up or dissolution will according to the same clause be forfeited to the Crown. It is also provided that proof of things done or of words written, spoken or published by persons appearing to be members or adherents of an association will be admissible as evidence in criminal proceedings, while a judge of the High Court is empowered to grant a search warrant on the application of a police officer of a rank not lower than that of inspector.

Clause 3 enables a chief officer of police, who is of opinion that a procession, having regard to time, place or circumstances, may occasion serious public disorder, to give directions imposing upon the organisers or participants such conditions as appear to him necessary for the preservation of public order, including conditions prescribing the route to be taken or prohibiting its entry into any street or public place. And by the same clause where the powers aforesaid are thought to be insufficient by reason of particular circumstances existing in any borough or urban district, the chief officer of police "shall apply" to the council for an order prohibiting for such period as may be specified in the application the holding of all processions or any class of processions in such a locality or part thereof, and the council is empowered with the consent of the Secretary of State to make the appropriate order. In the City of London and the Metropolitan Area it is provided that the aforesaid powers of a borough or urban district council are to be exercised by the respective Commissioners of Police.

Clause 4 provides that any person who, while present at any public meeting or on the occasion of any public procession, has with him any offensive weapon (otherwise than in pursuance of lawful authority as a servant of the Crown or of either House of Parliament or of any local authority or as a constable or member of a fire brigade) shall be guilty of an offence, while a similar provision in clause 5 relates to any person who in any public place or at any public meeting uses threatening, abusive or insulting words or behaviour with intent to provoke a breach of the peace.

Clause 6 empowers a constable to demand the name and address of any person who is acting in a disorderly manner at a public meeting, imposes penalties for refusal, and invests a constable with power to arrest without a warrant one who either refuses to give those particulars or whom he suspects of giving a false name and address or of an intention to abscond. Proceedings for disturbance of a meeting must, it is provided, be taken by those who have arranged it, but it is to be the duty of a constable to give the name and address of an offender to the chairman or other responsible official. One guilty of an offence other than those above is, under the Bill, to be liable on summary conviction to not more than three months' imprisonment or £50 fine, or both.

The Bill applies to Scotland but not to Northern Ireland.

Company Law and Practice.

Financial Assistance by Company for Purchase of Own Shares.

MOST of us are asked, at one time or another, whether some particular transaction involves a breach of s. 45 of the Companies Act, 1929. Let us examine the provisions of this section before going any further, and it is rather important to see what the exact wording of it is.

> "Subject as provided in this section, it shall not be lawful for a company to give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the company."

Thereafter there follow certain provisos that we will give closer attention to shortly. It will be observed that the section has been framed as widely as would appear to be possible, and considerable experience of it suggests that it is extremely difficult, if not actually impossible, to find a loophole in it. The penalty for acting in contravention of the section is a maximum fine of £100 on the company and every officer of the company who is in default, and though this is not the sort of offence which, from its nature, is likely to be brought to the notice of the authorities frequently, the possibility of such a penalty being imposed may have a deterrent effect.

It would, I think, be interesting and instructive if an inquiry were made into this whole subject of financial penalties imposed by the Companies Act. The enormous quantity of breaches the commission of which is quite unknown to the authorities, cannot, of course, even be estimated with the slightest pretension to accuracy; but the figures relating to those breaches which are brought to the notice of the authorities, together with the percentages of prosecutions and convictions, would be of interest. There certainly is a feeling abroad that, even in cases to which there could be no real defence, the penal provisions of the Act are not put into operation as often as they might be.

However, I digress from the topic of s. 45, which we were discussing. It is, as I was pointing out, a penal section; but whether, apart from the proposed fine, it adds anything to the existing law on the subject is open to question. I will not weary my readers with a disquisition on *Trevor* v. *Whitworth*, 12 A.C. 409, *et hoc genus omne*, but an operation of the nature suggested by s. 45 would surely always have been *ultra vires* a company.

Be that as it may, it is beyond question useful to have a reminder in the shape of this section: particularly as a practice had undoubtedly, prior to the Act, grown up of a company lending money to a proposing purchaser of sufficient shares to give him control of the company, apparently disregarding the line of cases to which I have referred.

The opening words of the section, my readers will have observed, contain a qualification, and the section contains three exceptions to the general rule promulgated in its first sentence. These exceptions are as follows, that nothing in the section is to be taken to prohibit—

(*a*) where the lending of money is part of the ordinary business of a company, the lending of money by the company in the ordinary course of its business;

(*b*) the provision by the company, in accordance with any scheme for the time being in force, of money for the purchase by trustees of fully paid shares in the company to be held by or for the benefit of employees of the company, including any director holding a salaried employment or office in the company;

(*c*) the making by a company of loans to persons, other than directors, *bonâ fide* in the employment of the company with a view to enabling those persons to purchase fully-paid shares in the company to be held by themselves by way of beneficial ownership.

Sub-section (2) of the section then goes on to say that the aggregate amount of any outstanding loans made under the authority of (*b*) and (*c*) above must be shown as a separate item in every balance sheet of the company.

Proviso (*a*) is a rather curious one, when one comes to consider its implications; it would seem to have the effect that companies carrying on business as banks or moneylenders are exempt from the provisions of the section. To those of my readers who may have contemplated or may be contemplating acquiring control of the banking system of this country the hint may be useful: *contra*, could it be argued that the lending of money by a bank for the purpose of acquiring its shares is not lending in the ordinary course of business? I doubt it, because surely it is the lending of money that is part of the ordinary business of a banker, and not the lending of money for particular purposes; the lender is not concerned with the destination of what he lends. (We know that in practice he frequently is, but this is immaterial.)

As to (*b*), the first thing that one notices about it is that both it and (*c*) have reference only to the purchase of fully paid shares and do not allow the use of the company's money for subscribing for unissued shares. Indeed, a transaction under which a company lent money to enable someone to subscribe for its shares would be a very curious one, because the net result would be that the company, in the first instance, would to the extent to which it lent money, receive nothing for the shares; and such an operation was plainly considered by the draftsman of the section as bad, because in the substantive part of the section he made no effort to deal with it. Provisos (*b*) and (*c*), then, do not permit a subscription for unissued shares.

The next point to which it is desirable to call attention is the fact that the company cannot carry out anything authorised (or to put it more accurately, not prohibited) by this section, if its articles of association prohibit it from so doing. Thus, if one finds in the articles the not uncommon form: "No part of the funds of the company shall be employed in the purchase of, or in loans upon, the security of the company's shares," it is necessary to amend this: such an amendment might run something in this way, by adding at the end of the article as it stands "other than money provided by the company for the purposes mentioned in provisos (*a*), (*b*) or (*c*) of s. 45 (1) of the Companies Act, 1929." Other words for qualifying such an article will occur to my readers.

It then naturally follows that one should wonder how any scheme of the nature referred to in proviso (*b*) should be framed, and what form it will take. So far as I know you can search the text books in vain for a precedent. Owing to the courtesy of one of the readers of this column, to whom I must express my warmest thanks, I have been privileged to see a scheme of this nature, and other papers in connection therewith, which have been settled in Lincoln's Inn, and I am sure it will be of considerable assistance to those of my readers who are interested in this topic if I indicate to them the general nature of this deed.

By way of introduction let me say that the method of constituting such a scheme seems to be inevitably a deed. It is necessary to have the trustees parties to some document, or if not necessary (for we are not dealing with land) it would be most imprudent not to have some document executed by them. In the particular case to which I have been so kindly referred, a number of shares in a company became, owing to a death, for sale, and the company, which had funds available for the purpose, wanted to assist its employees to purchase them.

Accordingly, the directors had a draft deed prepared, and then resolved that a scheme be established pursuant to the Act in accordance with the terms of the draft deed, that a deed in the terms of such draft be engrossed and executed by the company, and that the necessary money be applied in the purchase of shares in accordance with the provisions of the articles.

The deed itself was made between the company of the first part, the trustees of the second part and the employees who were to have the benefit of the shares to be purchased of the third part. The names of the parties of the third part were conveniently set out in a schedule, which showed what position they held with the company, the number of shares being purchased to the benefit of which each person was entitled, and the purchase price for the same. The deed contained no recitals, but went straight to the heart of the matter by providing (cl. 1) that the company would provide by way of loan carrying interest as therein specified and pay to the trustees the sum of £x for the purchase by the trustees at the price named of certain specified shares in the capital of the company.

By cl. 2 the trustees were to hold the shares when purchased upon such trusts as were thereinafter contained for the benefit of the employees parties thereto; and by cl. 3, it was provided that each employee who was a party thereto should have apportioned to him the number of shares set opposite his name in the Schedule, the purchase price of those shares being similarly set opposite his name. Clause 4 conferred upon each employee the right on payment to the trustees of the original purchase price for the whole or any number (but not less than 100 at a time) of the shares set opposite his name in the Schedule to have that number of shares transferred to him.

Clause 5 provided for payment by the employees to the trustees of the due apportioned part of the interest on the total advance made by the Company at the rate charged by the Company as set out in cl. 1. Clause 6 deals with dividends: it provides for the receipt by the trustees of all dividends declared upon so many of the shares as are for the time being registered in their names and all moneys paid on such shares by way of return of capital: the trustees are in the first place to retain thereout all interest due from the employees and to apply the residue in paying for shares remaining in the names of the trustees at the purchase price, whereupon the shares are to be transferred to the employees. Clause 7 provides that the trustees are to pay to the Company the interest received or retained by them from the employees and also the payments for shares, the latter being treated, of course, as discharging *pro tanto* the loan.

Clause 8 provides for the case of an employee being in arrear with payment of interest: if he is three months in arrear, the trustees are to give him one month's notice requiring

him to pay—if he does not the trustees may sell the whole or any of the shares appropriated to him and apply the purchase price in payment of the interest in arrear, and subject in part discharge of the company's loan. The employee is to be bound to make up any deficiency on the sale.

If any employee ceases from any cause to be an employee of the company he or his personal representatives are to have the interest within six months of his so ceasing to pay the price of any of the shares appropriated to him of which he has not had a transfer and which have not been sold to satisfy arrears of interest and any arrears of interest, and then have a transfer of the shares. Any shares not dealt with in this way are to be apportioned rateably among the other employees.

The costs of the deed and the transfer from the vendor, including stamp duty, were (cl. 10) to become rateable by the employees, who were to pay them to the company on demand; and the transferee is also to bear the costs of all transfers to him under the deed (cl. 11). Finally, there is an arbitration clause.

That, in brief outline, is the scheme adopted in this particular case: I have endeavoured to present it as accurately as possible, though in attempting to squeeze a quart into a pint pot, one can hardly hope to escape inaccuracy. But, the details are relatively unimportant—for, after all, schemes of this nature must be infinitely various—in broad outline, an indication of what some one else has done cannot fail to be of assistance.

It only remains for me to add that the company was advised that the trust deed did, in effect, constitute a mortgage by the respective employees of the shares purchased on their behalf and was, therefore, to be stamped *ad valorem* at two shillings and sixpence per £100, and that, as the payments by the employees for their shares would be in effect payments in redemption of them the transfers to them would be properly stamped at sixpence per £100. The transfer from the original vendors to the trustees attracted, of course, the ordinary *ad valorem* duty.

A Conveyancer's Diary.

Mortgagees of Leaseholds Selling by way of Underleases.

It is rather remarkable that after the lapse of nearly eleven years there should still be points arising under the L.P.A., 1925, which show that questions which might arise do not seem to have been considered. It has often been found that the effect in certain respects of the provisions of the Act has been apparently overlooked. It is not surprising, in a statute of such magnitude, that such should be the case. The draftsman can hardly have been expected to think of everything that might result from such far-reaching alterations in the law, but it might have been thought that by this time we would have reached the end of these unexpected results. But it is not so.

Here is a point to which my attention has been directed which illustrates what I have said.

A building society took a mortgage of a lease of a number of houses. The society wished to exercise the power of sale and decided that it would be advantageous to do so by granting underleases. It is objected that mortgagees have no power to sell in that manner, no provision for it being made in the Act. To meet that objection the society obtained from the mortgagor a deed conferring upon the society power to sell by underlease. One would have thought that such a deed would have been sufficient for the purpose. It was said, however, that such a power could not be conferred either in the mortgage itself or by separate deed, because of the provisions of s. 89 (1) (*a*) of the L.P.A., 1925.

The sub-section, so far as material, reads:—

> "Where a term of years absolute has been mortgaged by the creation of another term of years absolute limited thereout or by a charge by way of legal mortgage and the mortgagee sells under his statutory or express power of sale—
>
> "(*a*) The conveyance by him shall operate to convey to the purchasers not only the mortgage term, if any, but also (unless expressly excepted by leave of the court) the leasehold reversion affected by the mortgage subject to any legal mortgage having priority to the mortgage in right of which the sale is made and to any money thereby secured and thereupon;
>
> "(*b*) The mortgage term, or the charge by way of legal mortgage and any subsequent mortgage term or charge, shall merge in such leasehold reversion or be extinguished unless excepted as aforesaid."

In passing, I may say that I have always been puzzled by those words "the leasehold reversion affected by the mortgage." In fact, as I look at it, the leasehold reversion is not affected by the mortgage, and it is for that reason that the enactment vesting the leasehold reversion in a purchaser from the mortgagee is required. That, however, is by the way, and not, perhaps, of any practical importance. If the sub-clause had read "the leasehold reversion *not* affected by the mortgage," I could have understood it.

Now, it appears to me that the enactment in s. 89 (1) (*a*) and (*b*) does have the effect of preventing a mortgagor from conferring any right upon a mortgagee to dispose of the property by way of underlease. It is true that there is an exception "unless expressly excepted by leave of the court." But, of course, there is no indication as to the grounds upon which the court would consider an application of that nature. The matter is completely at large. I have not myself known of any such application having been made, and it is difficult to say, in any particular case, what view the court would take.

No doubt it is, in general, true that the policy of the L.P.A., 1925, to abolish so far as may be the existence of outstanding terms expectant upon mortgage terms, but it seems to be carrying that policy to extremes to prevent a mortgagor from conferring upon a mortgagee power (without the leave of the court) to dispose of the mortgaged property by way of underleases if that is a convenient way of dealing with the sale.

I am inclined to think that the effect of s. 89 (1) (*a*) and (*b*) might be circumvented in a way to which at present I see no objection.

It will be remembered that powers of leasing are conferred upon a mortgagor in possession by s. 99 of the L.P.A., and that by sub-s. (*b*) every such lease "shall reserve the best rent that can reasonably be obtained, regard being had to the circumstances of the case, but without any fine being taken." By sub-s. (2) a mortgagee in possession has the same powers of leasing as the mortgagor in possession. Then by sub-s. (14) it is enacted as follows:—

> "The mortgagor and mortgagee may, by agreement in writing, whether or not contained in the mortgage deed, reserve to or confer on the mortgagor or the mortgagee, or both, any further or other powers of leasing or having reference to leasing; and any further or other powers so reserved or conferred shall be exercisable as far as may be as if they were conferred by this Act and with all the like incidents, effects and consequences."

It occurs to me that under this provision there is no reason why the mortgagor should not by agreement, either in the mortgage deed or by an independent deed, confer on the mortgagee power, whilst in possession, to grant underleases, taking a fine or premium. Of course, the mortgagee would have to take possession before exercising the power, but even if he were in possession only for one day, he could, without exercising his power of sale, underlease the property, either

28.1.38
b

as a whole or in parcels, taking a premium or premiums which would be sufficient to discharge the mortgage debt. Of course, if the mortgagor is willing, he may grant the underleases with the concurrence of the mortgagee, the premiums being paid to the latter.

I do not see why such a scheme should not work, and it might be worth while in some cases to adopt it. That is to say, it may be well in mortgages of leaseholds, especially where a number of houses are included in the lease or there is a likelihood of the land being divided into plots for building purposes, to insert in the mortgage a power in extension of the statutory power, to underlease the property or any part thereof in consideration of a premium which is to be taken in discharge or part discharge of the mortgage debt, and I conceive that this power may be conferred on the mortgagee, at any rate when he is in possession or has appointed a receiver or perhaps at any time after the mortgage debt has become payable. Such a power has nothing to do with the exercise of the statutory power of sale.

Landlord and Tenant Notebook.

Conditional and Optional Notice to Quit.

It is not often that a practitioner is asked to draft a notice to quit. Forms, printed usually on paper coloured an impressive blue, are on sale at lay stationers' as well as law stationers' shops. It is when the purchaser has misunderstood or has sought to improve upon the small type instructions that he has recourse to his legal advisers.

A difficulty which has become rather common of late concerns notices by landlords, which, after telling the tenant to quit, go on to say that if he does not, his rent will be so much more than it has been. The vogue for this kind of document in certain circles can, I think, be traced to the fifth sub-section of the first section of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, which contains these words: "and if any such notice contains or is accompanied by an offer in writing of the terms upon which the landlord is willing to grant a new tenancy of the dwelling-house, and a written statement that, if the tenant retains possession of the dwelling-house after the date aforesaid without having made an agreement with the landlord on any other terms, he will by virtue of this Act be deemed to do so upon the terms so offered as aforesaid, then, if the tenant so retains possession, he shall be deemed to do so on those terms." This provision, which was, of course, limited in scope to cases in which "Class A" houses were de-controlled on Michaelmas Day, 1933, seems to have given rise to a popular fallacy akin to the "cut off with a shilling" error. Those who cherish it appear to believe not only that they can create, unilaterally, new tenancies, but also that a notice to quit is incomplete and invalid without some intimation on the lines indicated.

It is with the effect of the intimation on the validity of the notice to quit that this article is concerned. The matter has been before the courts once, in *Ahearn* v. *Bellman* (1879), 4 Ex. D. 201, C.A. The claim was for possession of premises held under a tenancy agreement alleged to have been determined by notice to quit. The landlord had written: "And I hereby further give you notice that should you retain possession of the premises after the date before mentioned the annual rental of the premises now held by you from me will be £160, payable quarterly, in advance." This sentence followed one in which notice to quit was given in the usual words. At its expiration, the defendant remained in occupation and contended that he was a tenant on the old terms; and the action was brought for possession, not for the increased rent. The obstacle to the plaintiff's claim was an old judgment of Lord Mansfield's, *Doe* v. *Jackson* (1779), 1 Doug. 175: whether the decision actually laid down that anything in the nature of an option was fatal to the validity of a notice to quit, or merely emphasised the rule that such notices must be unqualified, does not now matter. Brett, L.J., who dissented, did so mainly on the "*stare decisis*" principle; the interpretation which favoured the defendant had been accepted by generations of practitioners and text-book writers as law, and whether right or wrong ought not to be departed from; attempts to distinguish it were attempts to explain away facts. But Bramwell and Cotton, L.JJ., held that the sentence set out above was merely an offer of a new tenancy, which in no way modified the notice to quit—as a notice to determine the existing tenancy—though written on the same sheet of paper. (Not the only occasion on which confusion has resulted from our regrettable habit of calling a notice to determine a contract of tenancy a notice "to quit"!) Bramwell, L.J., observed that he doubted the correctness of a proposition in "Woodfall," namely, that "I desire you to quit or else that you agree to pay double rent" would be ineffective; and subsequent editions of that work have modified the proposition by distinguishing between conditions which are to be performed during and conditions which are to be performed after the expiration of the period of the notice.

The true position can, therefore, be taken to be as follows: notice to quit, which purports to provide for its own annulment on the recipient doing or abstaining from some act before the date specified for "quitting," is invalid. But a notice to quit which names conditions to be performed after that date, under which the tenant will automatically be relieved of all obligation physically to quit the premises on that date, is perfectly valid as a means of determining a tenancy.

A more recent illustration is afforded by *May* v. *Borup* [1915] 1 K.B. 830. Here the notice, given by the tenant, was in colloquial form, being contained in a business letter. "We very much regret having to give you notice to quit the studio . . . at the earliest possible moment. We are hoping to effect a satisfactory re-organisation of our film enterprise shortly after Christmas, in which case the notice will be cancelled; but should our expectations not be realised we naturally wish to relieve ourselves of the studio at the earliest possible moment, unless in the meantime we see some other use for it." Of course, without agreement, a notice to quit cannot be cancelled. "Cancellation," "waiver" and "withdrawal" of a notice to quit (though the last-mentioned expression occurs, I regret to say, in the Agricultural Holdings Act, 1923, s. 12 (1) (i)), are misleading expressions (as to "waiver," see *Davies* v. *Bristow* [1920] 3 K.B. 428, in which it was pointed out that one could no more "waive" a notice to quit than one could waive the effluxion of time). However, the plaintiff in *May* v. *Borup*, who was the landlord of the studio premises, did not interpret the letter as a notice to quit, and when the defendant had left and another month had elapsed, sued for rent which would have become due. A. T. Lawrence, J., agreed that if a notice to quit is given subject to a condition, it would not be a good notice. If the statement as to cancellation was intended to be a reservation on the previous part of the letter, there would be some force in the argument advanced for the plaintiff; but it was, his lordship held, a mere statement of hope and expectation.

It is on these lines that amateur notices to quit must be scrutinised, and, on the whole, I should say that the courts incline to apply the "*ut res valeat*" principle of construction whenever possible; the *res*, of course, being the notice, not the tenancy.

The death has occurred, after an illness of some weeks, of Mr. Charles Damer Snell, assistant clerk of the rules and official shorthand-writer in the Probate and Divorce Court. Mr. Snell, who had occupied those posts for twenty-four years, was fifty-three years of age.

Our County Court Letter.

DINNER HOUR DIVERSIONS.

In a recent case at Mansfield County Court (*Wright* v. *Raleigh Cycle Co. Ltd.*) the claim was for £1 15s. as damages for wrongful dismissal. The plaintiff's case was that, on the 31st May, 1934, while she was in the employ of the defendants, there was some coarse talk among the girls during the dinner hour. Another girl had a camera, and, seven weeks later she and the plaintiff were dismissed, without a moment's notice, for alleged indecent behaviour. This was denied by the plaintiff, and the dealer, who developed the film, found nothing indecent. Moreover, even if there had been any such behaviour in the dinner hour, this did not affect the plaintiff's conduct while at work. The defence was that the foreman, in consequence of information received, questioned two of the girls, who asked that they should not be sacked if they owned up. They were told the matter could not be overlooked, but they owned up and were sent to the lady welfare superintendent's office. The plaintiff there asked forgiveness and promised not to offend again. Corroborative evidence as to the incidents was given by two other girls who had been present. His Honour Judge Hildyard, K.C., gave judgment for the defendants, with costs.

REPAIRS ON COUNTRY ESTATES.

In *Ward* v. *King-King*, recently heard at Hay County Court, the claim was for £98 9s. 8d., as the balance of account for work done between December, 1934, and September, 1935. The plaintiff was a plumber and engineer, and had been employed to do work on the defendant's estates. There was no express agreement as to price, except with regard to two special jobs, but the buildings were in bad repair and skilled men were engaged in Hay. There were taken daily to Cabalva, three miles away, and also to Staunton, a distance of 18 miles. The defendant managed the estates himself, and supervised the plaintiff's men to such an extent as to interfere with and delay them. Quarterly bills were tendered in detail, and were not queried by the defendant, who, instead of paying any specific accounts, sent periodical cheques. These bore no apparent relationship to the detailed accounts, which amounted in all to £330 9s. 8d. The payments on account amounted to £232, which left the amount claimed as a balance due. An architect estimated that a fair minimum price, for the rough country job he had examined, was £341 2s. 7d. The defendant's case was that illness had prevented him from examining the accounts until the spring of 1936. The plaintiff had been offered a cottage to house the men near their work, but this had been refused, on the understanding that transport would not be charged. Two expert witnesses gave evidence that some of the items were excessive, but agreed that work could not be valued after it was finished, as the original state of bad repair was no longer revealed. His Honour Judge Roope Reeve, K.C., observed that the defendant, in spite of his illness, might have disputed the bills earlier. Some reduction in hours might have resulted, if the workmen had been stirred up—e.g., four of them had taken ten hours to remove and fit gateposts. Judgment was accordingly given for £70 13s. and costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

EYE INJURIES AND INCAPACITY.

In *Herbert* v. *Pegson Ltd.*, at Ashby-de-la-Zouch County Court, the applicant had lost the sight of an eye, from a flying piece of metal, but was earning as much as his pre-accident wages, viz., £3 11s. 9d. per week. There was no reason to suppose that this would not continue, while there was work at the foundry, and the respondents had offered £100 in settlement, plus £30 costs, which the applicant was willing to accept. There was no medical evidence, and His Honour Judge Galbraith, K.C., observed that the amount seemed inadequate, as he had known of £150 being paid for the loss of an eye. As the parties were agreed, however, he approved the settlement.

In *Thomas* v. *The Pressed Steel Co. Ltd.*, at Wallingford County Court, the applicant's case was that, while using an electric arc welder, he had lost an eye as a result of its being struck by a piece of metal, on the 19th July, 1935. His wages were £3 0s. 9d. a week, and compensation at 30s. a week had been paid until the 30th March, 1936. The respondents had then offered the applicant his old work, but he felt unable to resume, in view of his loss of vision, and there was also the risk to the other eye. The applicant's medical evidence was that he could only do unskilled work, and was not fit to do electric welding or for going up scaffolding. The respondents' medical evidence was that goggles, as supplied by them, would be an absolute protection to the other eye, and, if he returned to his old work, the applicant would be able to carry on as before. His Honour Deputy Judge Tudor Rees observed that the shock of the loss of an eye had an effect on a man's mentality, and the element of fear could not be ignored. The applicant was still incapacitated, and was unable to get work as contemplated by the Acts. An award was therefore made of 30s. a week, as from March, with costs.

THE RESTRICTIVE COVENANTS OF HAIRDRESSERS.

In the recent case of *Symons* v. *Hare and Another*, at Bideford County Court, the claim was for an injunction and £50 as damages for breach of a contract. The latter had been entered into in February, 1932, and the second defendant had thereby been apprenticed for three years from December, 1931. In consideration of the apprenticeship, the defendants (who were father and daughter) had agreed that, within three years of leaving the plaintiff's service, the second defendant would not engage in the business of a ladies' hairdresser, as assistant or otherwise, within a radius of five miles of the plaintiff's place of business. On the 14th March, 1935, a second agreement was made, and the second defendant continued in the plaintiff's employ until the 4th July, 1936, when she left by mutual agreement. On and after the 20th July the second defendant acted as manageress or assistant to a ladies' hairdresser at The Quay, Appledore, a place within the prescribed radius. The defence was that the second defendant was in frail health and her parents were poor. It was submitted that, in the interests of justice, no injunction should be granted. His Honour Judge Wethered observed that personality was of importance in hairdressing, as a good hairdresser's assistant was in a position to take away many customers. The agreement had been wisely drawn, and there was no defence to the action. An injunction was granted for three years from the 4th July, 1936, and judgment was given for 30s. against both defendants, with costs. The award of damages was nominal, as the claim under that head was not pressed. For an example of a contrary result, owing to the covenant being too wide, see *Grimmer* v. *Pyle and Another* (1935), 79 Sol. J. 852, 853.

REDEMPTION IN EYE INJURY CASE.

In *Thorp* v. *Ellery*, at Cheltenham County Court, an application was made for a review. The accident had happened in 1928, when the respondent (a gardener) had lost the sight of an eye, which was struck by a twig. The pre-accident earnings (when the respondent was a minor) were 32s. 6d. and full compensation had been paid. Having now been in employment for a considerable period, at a wage of £2 a week (viz., 7s. 6d. more than his pre-accident earnings) the respondent was willing to accept £225 and £23 9s. 6d. costs by way of redemption. There had been a complete change of circumstances, as the medical evidence was that the respondent was capable of doing his pre-accident work as a gardener. His Honour Judge Kennedy, K.C., approved the settlement.

To-day and Yesterday.

LEGAL CALENDAR.

9 NOVEMBER.—On the 9th November, 1864, Sir Thomas Erskine, son of Lord Chancellor Erskine, died at Bournemouth. For a few years he had been a Justice of the Common Pleas, but, in 1844, the development of tubercular disease of the lungs had compelled him to resign, and for twenty years he had lived as an invalid. For the greater part of that time he had lived at Eversley, where he was a staunch friend and supporter of Charles Kingsley.

10 NOVEMBER.—On the 10th November, 1780, in the Court of King's Bench, the Attorney-General presented a bill of indictment against Lord George Gordon to the grand jury, which they very soon returned, finding a true bill. So began the law's attempt to bring retribution home to the agitator responsible for the incalculable havoc of the Gordon riots, but the attempt failed, principally owing to the eloquence of Erskine, the junior counsel for the defence, who one day was to rise to the Woolsack.

11 NOVEMBER.—On the 11th November, 1546, Sir Roger Cholmley became Chief Baron of the Exchequer. He was later Chief Justice of the King's Bench.

12 NOVEMBER.—On the 12th November, 1555, Stephen Gardiner, Bishop of Winchester, died of gout at Whitehall. When the account of the Passion of Jesus Christ was read to him in his last hours, he exclaimed: "*Negavi cum Petro. Exivi cum Petro. Sed nondum flevi cum Petro.*" Thus he expressed his dying remorse for his one-time repudiation of Papal supremacy. On the accession of Queen Mary he had become Lord Chancellor, retaining the office throughout his life.

13 NOVEMBER.—On the 13th November, 1835, three desperadoes named Lacenaire, Avril and François were tried at the Paris Assizes for the murder of a widow of sixty-five and her son, whom they had stabbed to death with a awl to rob them of 500 francs. Lacenaire, the chief culprit, made spiteful admissions involving Avril, and both were condemned to death. François was sent to penal servitude on the hulks for life. To the jury Lacenaire said: "I am no stoic. Give me money and fortune and the enjoyments of life and I will accept them at your hand, but the life of the hulks would be insupportable. I ask no favour. Deal with me as you think fit."

14 NOVEMBER.—Here is a tragedy from one of the Inns of Chancery. On the 14th November, 1768, "about one in the morning, Mr. William Pimlot, of Symond's Inn, was murdered by a woman with whom he had formerly cohabited. On her making some disturbance in the Inn, he got up to charge her with the watch when she plunged a penknife to his heart which killed him in a few minutes. She was immediately apprehended and committed to Newgate where she behaved with becoming sorrow, wishing for death, being tired of the world."

15 NOVEMBER.—Serjeant Glynne died at his house in Portugal Row, Lincoln's Inn Fields, on the 15th November, 1666, having survived the Restoration, although he had done very well out of the Revolution. Under the rebel régime, he had taken his share of the goods forfeited by the loyalists, as when he received a grant of the books of Mr. Vaughan of Lincoln's Inn. He was also given the clerkship of the petty bag, worth £1,000 a year. So faithful was he to Cromwell that, in 1655, he became Chief Justice of the Upper Bench, and very soon after he was foremost in the attempt to persuade the Protector to assume the kingly title. On the Restoration, he was so adroit that he not only escaped disgrace, but also acquired a knighthood.

THE WEEK'S PERSONALITY.

The elevation of Sir Roger Cholmley to the Bench was notable, amongst other reasons, for the contrast with his unpromising start. Long after he had become grave and venerable, the memory of his youthful pranks as a student of Lincoln's Inn were remembered. A story is told that "when he was ancient in Inn of Court, certain young gentlemen were brought before him to be corrected for certain misorders: and one of the lustiest said: 'Sir, we be young gentlemen, and wise men before us have proved all fashious and yet have done full well.' This they said because it was well known that Sir Roger had been a good fellow in his youth. But he answered them very wisely: 'Indeed,' saith he, 'in youth I was as you are now; and I had twelve fellows like unto myself, but not one of them came unto a good end. And, therefore, follow not my example in youth, but follow my counsel in age, if ever ye think to come to this place, or to these years that I am come unto, lest you meet either with poverty or Tyburn in the way.'" Cholmley held the office of Chief Baron for over five years, becoming Chief Justice in March, 1552. In this place he remained little more than a year, losing it when Mary became queen.

THE SLEEPING JUROR.

At a recent trial in the Melbourne Criminal Court, the foreman of the jury was noticed to be asleep. When warned by Mr. Justice Martin, he excused himself on the ground that he had been working since early morning and was tired. Later he was seen to nod again, and this time he confessed that he had been drinking, an admission which cost him a fine of half a guinea for contempt of court. The learned judge took a less indulgent view than did the famous Commissioner Kerr at the Old Bailey when a terribly verbose barrister, noticing a juryman asleep, began to rate those who were still awake for their inattention. Said the judge: "Ye just remind me of a meenester in Ayrshire, who was lecturing his congregation for not coming to kirk and remarked: 'Those of ye who do come are asleep, bar the village idiot,' when a voice said: 'If I'd nae been an idiot, I had been asleep too.'" In Paraguay, where, I believe, criminal trials go on and on without adjournment, ushers stand behind the nodding jurymen to bring them back to wakefulness with sharp taps, since the hearing may last through days and nights.

WHISKEY IN THE GRAVE.

"Bootleggers Hide Drink in a Judge's Tomb," is a promising headline. It seems that a mason inspecting the graves in the old churchyard at Richmond, in Virginia, noticed that the granite covering of the tomb of John Marshall, fourth Chief Justice of the United States, was loose. Investigation showed that it had been filled with bottles of smuggled whiskey. What the spirit of that extremely pious jurist felt about the intrusion can hardly be imagined, but Marshall, who always dressed and looked more like a plain countryman than a judge, was accustomed during his lifetime to the mistakes of strangers. For instance, he always provided for his dinner by going to market in person (those were simple early days, for he died in 1835), and one day he carried home a turkey for a fashionable young gentleman who, taking him for a farm worker, offered him a shilling for his trouble. The Chief Justice courteously declined it and went on his way without revealing himself. And three young men who had been disparaging Christianity and jocularly asked Marshall, whom they took for an ignorant rustic, what he thought of the matter, got the shock of their lives when the supposed peasant proceeded to refute their arguments in an eloquent and learned speech of an hour's duration.

Colonel Walter Clifford Phillips, D.L., solicitor, of Newport, Mon, left £10,330, with net personalty £5,102.

Notes of Cases.

Judicial Committee of the Privy Council.

Attorney-General for New Zealand *v.* New Zealand Insurance Co. and Others.

Lord Atkin, Lord Russell of Killowen, Lord Macmillan, Lord Alness and Sir Lyman Poore Duff.
15th October, 1936.

NEW ZEALAND—WILL—CHARITABLE BEQUESTS—DIRECTION TO TRUSTEE TO APPLY RESIDUARY ESTATE IN BEQUESTS TO "BENEVOLENT" INSTITUTIONS IN OR ABOUT A CERTAIN PLACE—WHETHER BEQUESTS VOID FOR UNCERTAINTY.

Appeal from a judgment of the Court of Appeal of New Zealand reversing by a majority a judgment of the Supreme Court of New Zealand.

A testatrix died in August, 1933, leaving residuary estate which, in her will, she directed her trustee (the respondent insurance company) to apply in making bequests "towards institutions societies or objects established in or about Auckland . . . for charitable, benevolent, educational or religious purposes." The institutions, societies or objects to be benefited, and the amount or amounts of the benefit, were left to the trustee's absolute discretion. An originating summons was taken out by the company to determine whether that residuary bequest was valid, the interests of charity being represented by the Attorney-General of New Zealand. The Supreme Court (Herdman, J.) having declared the gift to be valid, and the statutory next-of-kin of the testatrix having appealed to the Court of Appeal, the court (Myers, C.J., Smith and Johnston, JJ.; Reed, J., dissenting) allowed the appeal, holding that the expression "institutions . . . established . . . for benevolent . . . purposes" opened up the whole field of private and public benevolent purposes, and that consequently the element of uncertainty and vagueness arose notwithstanding the mere geographical limit of area.

LORD MACMILLAN, delivering the judgment of the Board, said that their lordships were fully in agreement with the views expressed by the majority in the Court of Appeal. It was settled beyond dispute that a testator's bequest in favour of benevolent objects to be selected by the testator's trustees was ineffectual because of its indefiniteness. In the present bequest, the fatal word "benevolent" occurred, on which so many testamentary dispositions had been shipwrecked, but it was urged that the bequest was solved by the fact that it was not in favour of benevolent purposes at large to be selected by the trustee company, but in favour of institutions, societies or objects established in or about Auckland for benevolent purposes. It was suggested that sufficient definiteness was imparted to the benevolent objects of the bequest by specifying that they were to be institutions, societies or objects, presumably in existence and ascertainable, and that those institutions, societies or objects were to be in or about Auckland, so that the trustee should have no difficulty in determining the class of objects among which to select beneficiaries. It was probably true that the addition of a local qualification might in certain circumstances render sufficiently definite what would otherwise be too wide a class. In the present case, however, the want of precision was inherent in the word "benevolent" itself. Consequently, however circumscribed the local area might be, and assuming that only existing organisations were intended, the fact still remained that to predicate of an institution, society or object in or about Auckland that it must be "benevolent" was not to identify it with the requisite precision. It was accordingly unnecessary to discuss whether a further ambiguity lurked in the word "objects," or to comment on the peculiar form of the direction to the trustee with regard to making bequests. Their lordships would humbly advise His Majesty that the appeal should be dismissed.

COUNSEL: *Spens*, K.C., and *J. H. Stamp*, for the appellant; *Roxburgh*, K.C., and *G. P. Slade*, for the respondent executor; *Gavin Simonds*, K.C., and *Andrewes-Uthwatt*, for the respondents the next-of-kin.

SOLICITORS: *Mackrell, Maton, Godlee & Quincey*; *Baker and Nairne*; *Bartlett & Gluckstein*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Ledwith and Another *v.* Roberts and Another.

Greer, Greene and Scott, L.JJ.
12th October, 1936.

FALSE IMPRISONMENT—ARREST ON SUSPICION—NO WARRANT—POWER OF CONSTABLE—LIMITATIONS TO DEFINED CLASS—"SUSPECTED PERSON OR REPUTED THIEF"—VAGRANCY ACT, 1824 (5 Geo. 4, c. 83), s. 4—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 Vict. c. 50), s. 193—LIVERPOOL CORPORATION ACT, 1921 (11 & 12 Geo. 5, c. lxxiv), s. 513.

Appeal from the Liverpool Court of Passage.

At 7.15 p.m. on the 28th February, 1935, the second plaintiff entered a telephone kiosk, the first plaintiff waiting outside. (Both were young men under twenty-one.) The defendants, who were police constables, came to the kiosk, detaining the plaintiffs for ten minutes, interrogating them, while another constable made a call in the kiosk. The plaintiffs in their statement of claim alleged that they explained that they were waiting to receive a call, but were taken by the defendants to the Bridewell, where the second plaintiff was accused of tampering with the coin-box in the kiosk, and both were detained for three-quarters of an hour. Afterwards, they said, they were told that the truth of their explanations with regard to the telephone call had been established, but that the charge of tampering with the box remained. After two hours' further detention, they were allowed to leave at 10.30 p.m., being told that they would probably be summoned. They were not summoned. In an action by them for false imprisonment, the defendants said that having reasonable and probable grounds for suspecting the plaintiffs of attempting or being about to commit a felony (i.e., stealing from the call-box), they arrested and detained the plaintiffs while the necessary inquiries were made. The particulars given by the defendants were that the second plaintiff was observed to stand for about twenty-five minutes in the kiosk, there being no light there. He was not telephoning, although he handled the receiver and from time to time bent down apparently to examine the coin container. The first plaintiff was all the time loitering outside, apparently screening him from passers-by and keeping watch. When the defendants approached, the first plaintiff kicked the door and shouted and the second plaintiff picked up the receiver. The first plaintiff, on being asked what the other was doing, said he did not know, and when asked if he was keeping a look-out did not reply. The telephone operator, on inquiry made at once, said that there had been no calls to or from the kiosk for half an hour, and the plaintiffs, on being again asked to explain what they were doing, made no reply. The learned judge held that assuming these facts to be true, they afforded no defence in law, and gave judgment for the plaintiffs for £15 each.

GREER, L.J., dismissing the defendants' appeal, referred to s. 4 of the Vagrancy Act, 1824, s. 7 of the Penal Servitude Act, 1891, s. 193 of the Municipal Corporations Act, 1882, and s. 513 of the Liverpool Corporation Act, 1921, and said that the question, so far as the Acts of 1824 and 1891 were concerned, was whether the right of the police to arrest was confined to "suspected persons" or "reputed thieves." In his lordship's opinion, apart from the authorities, the special powers given to constables were so confined. Such persons could be apprehended without warrant if they were already

at the time of arrest "suspected persons" or "reputed thieves." That did not mean that if a constable suspected the person whom he apprehended, he was entitled to arrest him without warrant. The person must belong to the class of suspected persons by reason of his antecedent conduct; he must have acquired the character of a suspect. The defendants had also relied on s. 513 of the Liverpool Corporation Act, 1921, but to justify apprehension without warrant under that section it must first be shown that the person apprehended belonged to the class of "loose, idle or disorderly" persons. The power to arrest did not arise when all that could be proved was that the constable honestly believed on reasonable grounds that the person apprehended was a "loose, idle or disorderly person." Further, in a criminal matter, the word "loitering" in the section should not be interpreted in the wide sense of standing or waiting in the street. It meant loitering in such a way as to indicate that the person was idling in the street for some unlawful purpose. There was also another objection to allowing the defendants to rely on that Act. It was a private Act of Parliament, and they should have given notice of it in their defence either by using the exact words of the material section or pleading that they relied on it. His lordship referred to *Hartley* v. *Ellnar*, 117 L.T. 304, *Trebeck* v. *Crondace* [1918] 1 K.B. 158, and *Isaacs* v. *Keech* [1925] 2 K.B. 358, and said that the appeal must be dismissed.

GREENE and SCOTT, L.JJ., agreed.

COUNSEL: *Fyfe*, K.C., *Shawcross* and *R. Trotter: Goldie*, K.C., and *Nield*.

SOLICITORS: *Venn & Co.*, agents for *Walter Moon*, Town Clerk, Liverpool; *Helder, Roberts, Giles & Co.*, agents for *John A. Behn, Twyford & Reece*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

International Trustee for the Protection of Bondholders *v.* The King.

Lord Wright, M.R., Slesser and Romer, L.JJ.
2nd November, 1936.

CONTRACT—BONDS ISSUED IN UNITED STATES BY BRITISH GOVERNMENT—OBLIGATION TO DISCHARGE IN GOLD COIN—PAYMENT IN GOLD MADE ILLEGAL IN UNITED STATES—EFFECT ON OBLIGATION.

Appeal from a decision of Branson, J. (80 SOL. J. 109).

The suppliants were holders of a bond for $1,000, dated the 1st February, 1917, which provided (*inter alia*) that the principal and interest would be paid at the option of the holder either in New York "in gold coin of the United States of America of the standard of weight and fineness existing on 1st February, 1917, or in the City of London, England, in sterling money at the fixed rate of $4·86½ to the pound." Interest coupons were attached which were substantially in the same terms. In 1933, the gold content of the dollar in the United States was reduced by a resolution of Congress, expressed to be "to assure uniform value to the coins and currencies of the United States," and providing that, "every provision contained in or made with respect to any obligation which purports to give the obliger a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation heretofore or hereafter incurred whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender . . ." Branson, J., held (1) that the law of England was applicable, and (2) that payment in gold in the United States had become illegal and that there was no obligation under the bond to pay in currency an amount calculated to represent the same amount of gold as the specified gold coin would have contained. So much of the bond as related to payment in gold coin in New York had become void, but the obligation to pay in London at the fixed rate of exchange calculated on the nominal amount of the bond remained in full force.

LORD WRIGHT, M.R., allowing the appeal of the bondholders, said that Branson, J., had held that the contract was to be performed in the United States by the payment of principal and interest in gold coin, and that as by the law of the United States since 1933 such a payment was unlawful, the bondholders' claim should be dismissed on the ground that an English court would not enforce the performance of acts in a foreign country where those acts were contrary to the law of the country. The appellants had contended that the contract obligation was not to pay in specie in gold, but that the reference to payment in gold coin was inserted as a measure of liability, and that there was nothing in the recent law of the United States making it unlawful to pay the full amount provided for by the terms of the bond according to that construction. The court agreed that the proper law of the contract was English law, but on the true construction of the contract on the basis of English law, it differed from Branson, J. The governing decision was *Feist* v. *Société Intercommunale Belge d'Electricité* [1934] A.C. 161. The reference to the gold dollar was not intended to define a mode of payment, but to fix a measure of value (see *Norman* v. *Baltimore & Ohio Railway Co.*, 294 U.S. 240, at p. 302, and *Perry* v. *United States*, 294 U.S. at p. 348). There was no substantial distinction between the language of this bond and that considered in *Feist's Case*, *supra*. It was impossible to accept the construction that the bonds were for payment in gold coin and gold coin alone. There being no obligation to pay in gold, no question of illegality by the law of the United States could arise. It had been contended that the Resolution of Congress having stated a ground of public policy which would be contravened by payment in full under the gold clause in the contract, an English court should not give a judgment running counter to the public policy of the United States. No authority was cited for that proposition. The law of the United States did not forbid a creditor to honour his promise to discharge according to the full measure of the gold clause, though since the Resolution of Congress he could not be compelled to do so. There should be a declaration that the holders were entitled to be paid on the coupons and on the principal obligation (*a*) if the New York option were exercised an amount in dollars equivalent to the value in currency at that time of $1,000 gold specified in the obligation, (*b*) if the London option were exercised the equivalent of dollars at the fixed rate of $4·86½ to the pound in sterling money of England. The same principles applied to the interest payments.

COUNSEL: *Sir William Jowitt*, K.C., *Radcliffe*, K.C., and *G. C. Dunbar: The Attorney-General* (Sir Donald Somervell, K.C.), *Simonds*, K.C., *Andrewes-Uthwatt* and *V. Holmes*.

SOLICITORS: *Allen & Overy: Treasury Solicitor*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

George Legge & Son Ltd. *v.* Wenlock Corporation.

Slesser, Romer and Greene, L.JJ.
9th, 10th and 11th November, 1936.

SEWERS AND DRAINS—STREAM—DISCHARGE OF SEWAGE INTO WATERCOURSE—CONSEQUENT CONVERSION INTO SEWER—WHETHER POSSIBLE IN LAW—PUBLIC HEALTH ACT, 1875 (38 & 39 Vict., c. 55)—RIVERS POLLUTION PREVENTION ACT, 1876 (39 & 40 Vict., c. 75).

Appeal from a decision of Crossman, J. (80 SOL. J. 755).

A natural stream flowed through a village in the defendants' area and sewage from the houses had been drained into it for several years. A number of new houses had recently been built so as to drain their sewage into it. On the plaintiffs'

property there was an artificial mound of colliery refuse (the colliery being now derelict) and the watercourse was carried through it in a 30-inch culvert. The plaintiffs claimed a declaration that the watercourse was a sewer vested in and repairable by the defendants and that it was maintained in such a condition of disrepair as to be a nuisance. The defendants denied that it had become a sewer, and said that it normally carried clean water. A point of law having been formulated under Ord. XXV, r. 2, Crossman, J., held that the change of status from a natural stream to a sewer within the Public Health Act, 1875, s. 4, as alleged by the plaintiffs was possible in law.

SLESSER, L.J., allowing the defendants' appeal, said that the question was whether this stream having been a natural stream at the time of the passing of the Rivers Pollution Prevention Act, 1876, could subsequently in law become a sewer merely by the discharge of sewage into it. On the authority of *Airdrie Magistrates* v. *Lanark County Council* [1910] A.C. 286, it could not. *West Riding of Yorkshire Rivers Board* v. *Reuben Gaunt & Sons Ltd.*, 67 J.P. 183, was consistent with the views there expressed. If a stream could become a sewer by the discharge of polluted matter into it, whenever sufficient polluted matter was passed into a stream, the person responsible might avoid prosecution by urging that it had become a sewer. Such a change in a flowing watercourse was not possible in law.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *W. E. T. Jones*, K.C., *Harman*, K.C., and *W. M. Hunt*; *Grant*, K.C., *Eve*, K.C., and *Squibb*.

SOLICITORS: *Gregory, Rowcliffe & Co.*, agents for *F. W. Derry*, Town Clerk of Borough of Wenlock; *Ford, Harris & Co.*, agents for *Leonard Gocher*, of Birmingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Harding *v.* H. & E. Waters Ltd.

Slesser and Scott, L.JJ., and Eve, J.

23rd October, 1936.

WORKMEN'S COMPENSATION—INJURY—COMPENSATION PAID WITHOUT ARBITRATION—PAYMENTS REDUCED—RECEIVED BY WORKMAN WITHOUT COMPLAINT—AFTER SIX MONTHS APPLICATION BY WORKMAN FOR REVIEW—PROCEEDINGS TREATED AS ARBITRATION—JURISDICTION—WORKMEN'S COMPENSATION ACT, 1925 (15 & 16 Geo. 5, c. 84), ss. 11, 12, 21.

Appeal from East Grinstead County Court.

A workman who was injured in September, 1932, was paid 25s. a week compensation from that date till October, 1935, without arbitration (though he was given light work at 7s. 6d. a week, beginning in 1934). On the 19th October, 1935, the employers served on the workman a notice under s. 12 (3) of the Workmen's Compensation Act, 1925 (accompanied by a medical certificate that his earning capacity had increased), in pursuance of which they reduced the payments to 17s. 6d. There was no record of any counter-notice having been served by the workman in opposition to the medical certificate sent with this notice. For six months the workman received payments of 17s. 6d. a week, and during that time there was correspondence between his and the employers' solicitors, in the course of which reference was made to negotiations for settlement of the matter by payment of a lump sum. The solicitors for the workman, in a letter referring to this point, made no complaint of the reduction of the weekly payments. After the six months the workman took proceedings in the form of an application for a review under s. 11. He applied for the payments at the rate of 25s. to be resumed, on the ground that his condition was not improving and was likely to deteriorate. The learned county court judge refused to hold that there was to be inferred from the facts the existence of an agreement between the employers and the workman that he should receive no more than 17s. 6d. a week. He found that there had been no change of circumstances since the employers had served their notice, but he treated the proceedings as an application for arbitration, though no formal amendment of the proceedings was made. He awarded the workman £1 a week from the 21st October, 1935.

SLESSER, L.J., dismissing the employers' appeal, said that the case had been brought before the judge in the form of an application to review under s. 11. This was misconceived, as the application should have been in the form of a request for arbitration under s. 21. The question arose whether the judge was justified in dealing with the matter as an application for arbitration. The case resembled *Robinson* v. *Vickers-Armstrong Ltd.*, 29 B.W.C.C. 171. It was right to consider the matter on its merits. It should be observed that where a judge gave leave to amend in whole or in part the proceedings as particularised, the amendment should be made then and there, so that if any question subsequently arose the Court of Appeal could see exactly what case was made before the judge. This case had been treated on the basis that no counter-notice having been served by the workman in October, 1935, no question of reference to a medical referee arose, and the employers having served their notice were entitled to diminish the weekly payments. But the mere fact that no counter-notice had been served did not prevent the workman from bringing arbitration proceedings in opposition to the diminution of the compensation (see *Pudney* v. *William France, Fenwick & Co. Ltd.* [1925] 1 K.B. 346). His lordship further said that if an agreement between the parties that the workman should receive no more than 17s. 6d. a week had been shown to exist, that would have been a complete answer to his case, but the judge had declined to infer such an agreement, and that was a matter entirely for him.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *G. A. Thesiger*; *C. A. Collingwood*.

SOLICITORS: *J. Lord Thompson & Weeks*; *Gamlen, Bowerman & Forward*, agents for *White & Mason*, of East Grinstead.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Kirk *v.* Eustace.

Slesser and Scott, L.JJ., and Eve, J.

2nd November, 1936.

HUSBAND AND WIFE—DEED OF SEPARATION—PROVISION FOR MAINTENANCE TO BE PAID BY HUSBAND TO WIFE—DEATH OF HUSBAND—LIABILITY OF HIS ESTATE UNDER DEED—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), s. 80.

Appeal from Kingston-upon-Hull County Court.

In 1922, a husband and wife agreed to live separate and entered into a deed providing that during her life he would pay her £2 weekly maintenance so long as she should live chaste. He also covenanted that she might live apart from him and that he would not molest her, and she covenanted to indemnify him against all debts and liabilities she might incur and not to molest him. It was provided that the payments should cease if the parties became reconciled, but there was no provision to meet the case of divorce or death. The payments were made regularly till February, 1936, when the husband died. The executors having ceased payment, the wife claimed that she was entitled to it during the rest of her life. The learned deputy county court judge gave judgment in her favour.

SLESSER, L.J., allowing the appeal of the executors, said that s. 80 (1) of the Law of Property Act, 1925 (repeating in effect the provisions of the Conveyancing Act, 1881, s. 59), provided that a contract under seal bound the real as well as the personal estate of the person making it, if and so far as a contrary intention was not expressed in the contract. But here a contrary intention was expressed. The whole contract

was based on the assumption that the parties had mutually agreed to live apart and such a basic condition involved the necessity that both parties should be living at any time when it was sought to enforce the deed. They could not properly be said to be living apart within the meaning of the deed if one of them was dead. Both *Charlesworth* v. *Holt*, L.R. 9 Ex. 38, and *May* v. *May* [1929] 2 K.B. 386, proceeded on the footing that the parties survived, and were distinguishable from a case where the substratum of the contract was gone (see *F. A. Tamplin Steamship Co. Ltd.* v. *Anglo-Mexican Petroleum Products Co. Ltd.* [1916] 2 A.C. 397, at p. 403). If the deed had depended on matters other than separation, as in *Negus* v. *Forster*, 46 L.T. 675, the husband's death would not necessarily have destroyed the substratum of the contract. If the trusts of the deed effected a permanent settlement, the annuity continued payable by the executors (*Atkinson* v. *Littlewood*, L.R. 18, Eq. 595). But this was a separation deed and no more. In the first edition of Lush on "The Law Relating to Husband and Wife," published after the Conveyancing Act, 1881, and the decision in *Charlesworth* v. *Holt*, *supra*, it was said, at p. 379, that "if the marriage relation were at an end through the death of one of the parties, the trusts of a mere separation deed would be necessarily extinguished." *In re Gilling*, 74 L.T. 335, was to the same effect.

Scott, L.J., agreed and Eve, J., dissented.

Counsel: *Willoughby Jardine*, K.C., and *Gratton Doyle*; *Richard Elwes*.

Solicitors: *F. Eustace & Co.*; *Hilton Brown & Co.*, agents for *Pearlman & Rosen*, of Hull.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Pollock.

Clauson, J. 19th October, 1936.

Bankruptcy—Solicitors Acting for Debtor—Payments to them before and after Receiving Order—Costs of Opposing Bankruptcy Proceedings and Prosecuting Appeal—Whether Trustee Entitled to Repayment—Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), ss. 8, 37, 38.

On the 3rd May, 1935, a debtor paid £50 to the firm of solicitors acting for her in opposing bankruptcy proceedings. On the 24th July, a receiving order was made. On the 29th July and 9th October, she paid the firm two sums of £25 and £50 respectively, for the expenses of an appeal against the receiving order. The primary purpose of the £25 was to provide the £20 security which a debtor must lodge as a condition of appealing. The appeal was not successful. The Official Receiver, as trustee of the bankrupt's property, now asked for an order that, by virtue of the Bankruptcy Act, 1914, ss. 8, 37, 38, the firm should pay to him the two sums received by them after the date of the receiving order, and so much of the £50 previously paid as was not required for the expenses of opposing the bankruptcy proceedings up to the date of the receiving order.

Clauson, J., in giving judgment, said that if the solicitors were held entitled to keep the sums paid after the receiving order, the effect would be that the court would sanction some security for the costs of an appeal being lodged by a debtor out of the fund which, unless the order were upset, would be moneys of the trustee. As to the debtor's defence of bankruptcy proceedings, it was the settled practice of the court to approve of the trustee allowing the solicitors to whom the debtor had paid money as against their charges in the proceedings to retain so much as had been properly disbursed for that purpose, though, as the Act stood, it was hard to appreciate the justification of the practice. In the case of *In re Pollitt* [1893] 1 Q.B. 455, at p. 458, it was ascribed to consideration for the dictates of humanity. His lordship did not suggest that the practice should be departed from, but did not see his way to extending it to the costs supporting an appeal. The application must succeed.

Counsel: *C. N. Davis*; *Gerald Gardiner*.

Solicitors: *Tarry, Sherlock & King*; *Wilkinson, Bowen, Haslip & Jackson*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re Knox; Fleming *v.* J. W. Carmichael.

Luxmoore, J. 21st October, 1936.

Charity—Testamentary Bequest of Residue to named Institutions—Receipt of Treasurer to be Good Discharge—All Institutions but One Charitable—No body able to satisfy Court that it was intended by Last Description—Whether General Charitable Intention—*Cy-près*.

A testatrix who died in 1931, bequeathed the residue of her personal estate to the Berwick-upon-Tweed Infirmary, the Newcastle-upon-Tyne Infirmary, the Newcastle-upon-Tyne Nursing Home and Dr. Barnardo's Homes, London, in equal shares, directing that the receipt of the treasurer of each of the "aforesaid institutions" should be a sufficient discharge to her executor for payment of the "aforesaid legacies." Several institutions claimed to be entitled to the bequest to "the Newcastle-upon-Tyne Nursing Home."

Luxmoore, J., held that none of the institutions claiming had satisfied him that it was the body meant by the description and said that the question arose whether there was a sufficient charitable intention for the share to be administered *cy-près*, a question of construction of the will. It was important to consider the collocation in which the named institution was found. The other named institutions were charities. The institutions intended by the words "the Newcastle-upon-Tyne Nursing Home" might or might not be a charity so far as the name was concerned, but the fact that this was a gift of residue and that the object of each of the charities named was akin to that which might be inferred from the name of the remaining legatee, this gave assistance as to the intention. Also, the direction that the receipt of the treasurer of the "aforesaid institutions" was to be sufficient discharge for payment of the "aforesaid legacies" made it clear that the sort of nursing home the testatrix had in mind was one which could be carried on as an institution with a treasurer, in the same kind of way and for the same kind of purpose as the other legatees carried on their institutions. It was not hard to see that she intended to benefit an institution carrying on similar work to the two first-named charities. The fact that she was dealing with the residue of her estate, dividing it into equal shares, and that three of the four beneficiaries were charities, established as a matter of construction that she had a general charitable intention and was not thinking only of the particular institutions or persons who were to receive her bounty. There was sufficient context in the will to prevent a lapse of the share in question and an intestacy. There being a general charitable intention, a scheme should be directed dealing with this share whereby it should be administered *cy-près*, and be divided equally between two of the claimants, the Northumberland County Association and the Cathedral Nursing Society for the Sick Poor of Newcastle-upon-Tyne.

Counsel: *F. H. Errington*; *L. F. Potts*; *C. M. White*; *F. B. Fuller*; *Morton*, K.C., and *J. A. Brightman*; *Vaisey*, K.C., and *W. S. Norwood*; *C. R. Romer*; *Andrewes-Uthwatt*.

Solicitors: *Collyer-Bristow & Co.*, agents for *James Gray*, Berwick-upon-Tweed; *King, Wigg & Brightman*, agents for *Clayton & Gibson*, of Newcastle-upon-Tyne, and *Keenlyside & Forster*, of Newcastle-upon-Tyne; *H. B. Nisbet & Co.*; *Grundy, Izod & Co.*, agents for *William Webb & Son*, of Morpeth, Solicitor to the Treasury.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division

Mezger *v.* **Mezger.**

Sir Boyd Merriman, P., and Langton, J. 15th October, 1936.

Husband and Wife—Maintenance Order—Application to Discharge—Marriage Dissolved by Foreign Court—Grounds for Decree not Recognised in England—Discretion of Justices.

This was an appeal from the refusal of the justices for the Petty Sessional Division of Lexden and Winston in the County of Essex to revoke a maintenance order.

The parties were German nationals who were married in New York in 1928. Subsequently, the husband came to England to carry on business for a German firm. In 1932, differences having arisen between the parties, they separated, and in 1935 the wife obtained a maintenance order for 5s. a week, subsequently increased to 17s. 6d., on the ground of the husband's wilful neglect to maintain. On 29th January, 1936, a decree of divorce was pronounced between the parties by the civil court at Frankfort, in Germany, at the suit of the husband. Adultery was not alleged, the grounds being insulting behaviour and incompatibility of temper. On 12th September, 1936, the husband applied for the maintenance order to be discharged under s. 7 of the Summary Jurisdiction (Married Women) Act, 1895, on the ground that the marriage had been dissolved by a decree of a foreign court binding throughout the world, which was fresh evidence within the meaning of the section. The justices dismissed the application, stating their reasons to be that it had not been alleged that the wife had been guilty of adultery, and that they considered that the fact that the marriage had been dissolved in Germany, but on grounds that would not be recognised in England, was not sufficient cause for them to discharge the order, and further that the wife's financial position was such that she needed the maintenance payable under the order for her support, and that therefore they would exercise their discretion in her favour.

Sir Boyd Merriman, P., in giving judgment, said that the justices were bound on the material available to them to find that the German decree was a good and valid decree throughout the world in respect of the two parties, who were amenable to the jurisdiction of the Frankfort court. They were bound by the judgment of a court of competent jurisdiction, as laid down in *Pastre* v. *Pastre* [1930] P. 80. The justices had nothing whatever to do with the question whether the grounds for that degree were recognised in this country, or whether they approved of them or did not approve of them. The real point of substance was whether, the parties having ceased to be husband and wife, the justices were right in refusing to discharge the maintenance order. The decision of the Divisional Court in *Bragg* v. *Bragg* [1925] P. 20, was a most useful decision in allowing parties to rely on orders already made by magistrates without going to the expense of fresh proceedings in respect of maintenance, custody and other matters ancillary to divorce, but those considerations did not apply in the present case. Turning to the other reason given by the justices, it was urged that the justices may well have thought that it was better that the former husband should pay for the former wife's maintenance than that she should become chargeable to the guardians. It rather looked as if that is what they had thought, but that was no judicial exercise of discretion. The law provided for the chargeability of a husband for the maintenance of the wife, but not for the chargeability of a former husband for a former wife when the marriage had been dissolved; and it was not for the justices to consider whether it was better that a particular individual, who happened no longer to be the woman's husband, should support her, or whether the guardians should support her.

He (his lordship) was quite satisfied that the two reasons which had been given were bad reasons, and in the circumstances of the case he found it impossible to imagine any reason which would justify the continuance of the order. The appeal therefore would be allowed.

Langton, J., delivered an assenting judgment.

Counsel: *M. H. Lush*, for the appellant husband; *G. Tyndale*, for the respondent wife.

Solicitors: *Campbell, Hooper & Todd; Wilberforce, Allen & Bryant*, for *F. S. Collinge & Co.*, Colchester.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

[For Table of Cases previously reported in current volume see page xix of Advertisements.]

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Rating and Valuation Act, 1925.

Sir,—Referring to the letter of Mr. F. C. B. Chadwick in your issue of 7th November, one may be pardoned for expressing surprise that a rating authority should have raised any defence except as to whether there had been occupation or not. The letter appears to be a clear admission that, it having been found that the rates were overpaid by £2 13s. 10d., the authority was prepared to take advantage of a purely legal technicality to keep the money.

Perhaps, as one who has had some considerable experience of rating, and has even ventured to write a small book on the subject, I may also be permitted to doubt the accuracy of the learned judge's decision, if, as appears to be the case, the vendors were co-plaintiffs. Section 4 (4) says that an occupier who has paid the full rate can recover a proportionate part except so far as he has previously recovered the same from an *incoming occupier*. The judge found, in effect, that there was no incoming occupier, so it could hardly be correct to say the vendors had recovered the sum from an incoming occupier.

Norwich. Ernest I. Watson.
7th November.

Hedges, Fences and Ditches.

Sir,—May I be permitted to make one observation on the interesting article which appeared in your issue of the 31st October.

The fences of a large proportion of the enclosures of land in country districts owe their origin to awards under Inclosure Acts and the awards under special Acts, as under the later Inclosure Act of 1845 (s. 83), directed by whom the fences of the various allotments should be constructed and maintained. This is surely a case, if there ever is one, where a quasi-easement exists to have the fence maintained.

I think it is true to say that amongst farmers there is a generally recognised rule that, where there is a single hedge and ditch, and the owner of the land on the hedge side of the ditch fails to keep the hedge in repair, he must put up with any damage done by his neighbour's cattle straying on to his land through defect in the hedge.

2nd November. Another Contributor.

[We have shown this letter to the contributor of the article referred to, and he has replied as follows:—"I am much obliged to 'Another Contributor' for his reference to the Inclosure Acts, which I omitted to mention. Where a fence comes under one of these Acts, the common law position is, of course, displaced. It would appear that the onus is on him who sets up one of those Acts to show that the fence in question is within this Act. Such a contention might not always be worth the trouble or expense of establishing it. It is true that the duty is in a sense a quasi-easement, the dominant tenement being the neighbouring close, though

s. 83 of the 1845 Act does not explicitly say so. But the duty is one rather different from that discussed in the books to which I referred and in my article, since it is statutory and not prescriptive. The 'generally recognised rule' referred to in the last paragraph is very interesting and practical, as it seems to be a sound working understanding, but it is not, I think, strictly supportable in law."—ED., *Sol. J.*]

Obituary.

MR. J. S. R. REEVE.

Mr. James Stanley Roope Reeve, Barrister-at-Law, of Old Square, Lincoln's Inn, died as the result of a motoring accident on Friday, 6th November, at the age of twenty-eight. Mr. Reeve, who was the elder son of His Honour Judge R. Roope Reeve, K.C., was educated at Rugby and Pembroke College, Cambridge. He was called to the Bar by Lincoln's Inn in 1930. He played Rugby football for England in 1929–31, and was a prominent member of the Harlequin and Middlesex XV's.

MR. H. H. BROWN.

Mr. Hubert Henry Brown, solicitor, senior partner in the firm of Messrs. Hinckley, Brown & Craven, of Lichfield, Staffs, died on Monday, 9th November, at the age of sixty-three. Mr. Brown was admitted a solicitor in 1898. He was Registrar of the Archdeaconry of Stafford and clerk to the Commissioners of Taxes for the Division of Offlow North.

MR. F. H. EDWARDS.

Mr. Francis Harold Edwards, solicitor, a partner in the firm of Messrs. Batesons & Co., of Liverpool, died on Wednesday, 4th November, at the age of seventy-five. Mr. Edwards was admitted a solicitor in 1891.

MR. S. S. C. MACASKIE.

Mr. Sandys Stuart Cunningham Macaskie, solicitor, of Salcombe, died at a nursing home in London recently. Mr. Macaskie, who was admitted a solicitor in 1913, had practised in London before going to Salcombe about six years ago.

MR. F. WOOD.

Mr. Frederick Wood, B.A., Cantab., solicitor, senior partner in the firm of Messrs. Frederick Wood & Son, of Wrington, Bristol and Axbridge, Somerset, died on Saturday, 7th November, at the age of eighty-three. Mr. Wood was admitted a solicitor in 1879. He was Clerk to the Commissioners of Taxes at Wrington, and joint clerk to the Magistrates at Axbridge.

Books Received.

Mews' Digest of English Case Law. Quarterly Issue, October, 1936. By G. T. WHITFIELD HAYES, Barrister-at-Law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

The Solicitors' Diary, Almanac and Legal Directory, 1937. Edited by R. W. D. SANDFORD, B.A., Solicitor. Ninety-third year of Publication, 1936. Demy 8vo. London: Waterlow & Sons, Ltd. Cloth gilt, 8s. net. Half bound, law calf, 10s., 12s. 6d. and 15s. net.

The Annual Practice, 1937. By W. VALENTINE BALL, a Master of the Supreme Court, R. F. BURNAND, a Master of the Supreme Court, and F. C. WATMOUGH, of Lincoln's Inn, Barrister-at-Law, assisted by PHILIP CLARK, Head Clerk of the Action Department, and G. J. PLOWMAN, of Chancery Chambers. 1936. Demy 8vo. pp. ccccxliv and 2744 (Index, 438). London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £2 2s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Diseases of Fish Bill.
Read First Time. [10th November.

Judiciary (Safeguarding) Bill.
Read First Time. [10th November.

House of Commons.

Administration of Justice (Wales) Bill.
Read First Time. [6th November.

Airdrie Burgh Extension, etc., Order Confirmation Bill.
Read First Time. [5th November.

Annual Holiday Bill.
Read First Time. [6th November.

Coal Mines (Employment of Boys) Bill.
Read First Time. [6th November.

Deaf Children (School Attendance) Bill.
Read First Time. [6th November.

Employers' Liability Bill.
Read First Time. [6th November.

Expiring Laws Continuance Bill.
Read First Time. [5th November.

Exportation of Horses Bill.
Read First Time. [6th November.

Home and Empire Settlement Bill.
Read First Time. [6th November.

Hotels and Restaurants (Gratuities) Bill.
Read First Time. [6th November.

Inheritance (Family Provision) Bill.
Read First Time. [6th November.

Journalists (Registration) Bill.
Read First Time. [6th November.

Law of Libel (Damages) Amendment Bill.
Read First Time. [6th November.

Local Authorities (Enabling) Bill.
Read First Time. [6th November.

Marriage Bill.
Read First Time. [6th November.

Maternity Services (Scotland) Bill.
Read First Time. [10th November.

Medical Practitioners' Communications (Privilege) Bill.
Read First Time. [6th November.

Nationalisation of Mines and Minerals Bill.
Read First Time. [6th November.

Offices Regulation Bill.
Read First Time. [6th November.

Parliament Act (1911) Amendment Bill.
Read First Time. [6th November.

Prohibition of Vivisection on Dogs (Scotland) Bill.
Read First Time. [6th November.

Public Order Bill.
Read First Time. [9th November.

Registration and Control of Stockbrokers Bill.
Read First Time. [6th November.

Registration and Regulation of Osteopaths Bill.
Read First Time. [6th November.

Road Traffic Bill.
Read First Time. [6th November.

Sheep Stocks Valuation (Scotland) Bill.
Read First Time. [6th November.

Shops (Retail Trading Safeguards) Bill.
Read First Time. [6th November.

Shops (Sunday Trading Restrictions) Act (1936) Amendment Bill.
Read First Time. [6th November.

Summary Procedure (Matrimonial and other Matters) Bill.
Read First Time. [6th November.

Workmen's Compensation Bill.
Read First Time. [6th November.

Questions to Ministers.

JURORS (TRAVELLING EXPENSES).

Mr. DAY asked the Home Secretary whether he will consider introducing legislation for the purpose of providing payment of travelling expenses to jurymen and jurywomen summoned to serve at the various assizes and quarter sessions.

Mr. LLOYD: My right hon. Friend does not see his way to introduce legislation on this subject. [5th November.

RIBBON DEVELOPMENT ACT.

Mr. TOUCHE asked the Minister of Transport how many county councils have exercised the powers conferred on them

by the Ribbon Development Act; and whether any steps will be taken to encourage other county councils to take advantage of the provisions of this Act.

Mr. HORE-BELISHA: Section 2 of the Act, as my hon. Friend will be aware, is of automatic operation, with the result that within 220 feet from the middle of every classified road in the country it is no longer lawful, without consent, to construct, form or lay out any means of access or to erect or make any building. Thirty-four county councils have applied by resolution the same restrictions to 13,000 miles of unclassified roads, and 15 councils have adopted resolutions applying the more limited widths of Section 1 to 100 miles of road. In reply to the last part of the question, the answer is "everything possible." [5th November.

Rules and Orders.

REGULATIONS

UNDER S. 26 OF THE SOLICITORS ACT, 1932, AND S. 8 OF THE SOLICITORS ACT, 1936.

The Law Society, in pursuance of the powers for this purpose vested in them by virtue of Section 26 of the Solicitors Act, 1932 and Section 8 of the Solicitors Act, 1936, make the following Regulations, namely:—

1.—[*Solicitors Act*, 1936. *Section* 1 (1), *Section* 5, *Section* 6 (2).]—An application to the Society for special leave to take an articled clerk, under section 1 (1) of the Solicitors Act, 1936, or for the discharge of articles of clerkship, under section 5 of the Act, or to approve an examination under section 6 (2) of the Act, shall be made by petition under the hand of the applicant, accompanied by a statutory declaration verifying the facts relied upon in such petition.

2.—[*Form* 1. *Section* 2 (1).]—A notice to the Society by a person under section 2 (1) of the Solicitors Act, 1936, of his intention to become bound by articles of clerkship shall be in writing under the hand of the applicant in the form set out in the schedule hereto and shall be sent to the Secretary of the Society at least six weeks before such person first becomes bound by articles of clerkship.

3. Such notice must be accompanied by the applicant's birth certificate and by the names and addresses of two persons each of whom will vouch as to his good character and as to his fitness and suitability for service under articles.

4.—[*Form* 2.]—Such certificates of good character shall be separate certificates, and the two persons referred to in clause 3 shall be responsible persons resident in the United Kingdom who are not near relations of the applicant but who have known him personally for not less than two years and have had opportunities of judging of his character, fitness and suitability, and shall be in the form set out in the schedule hereto or as near thereto as circumstances will allow.

5. The Society may, if they think fit, before issuing their consent, require the applicant to attend before them in person and/or to furnish such additional evidence of character, fitness and suitability as they may consider necessary.

6. If the Society are satisfied with the evidence so furnished they will issue to the applicant in writing their consent to his entry into articles.

7. The requirements of The Law Society as to the attendance of persons at a course of legal education at a Law School and the tests (if any) for satisfying the Society as to the diligence and application of such persons during their course, under section 32 of the Solicitors Act, 1932, and section 7 (1) and (2) of the Solicitors Act, 1936, shall be as follows:—

(1) Attendance shall be during three or more academic terms, each of not less than five weeks' duration, at lectures and classes on law (and not on trust accounts and book-keeping) at one or more of the Law Schools provided or approved by the Society.

(2) Attendance at a course of legal education shall mean attendance satisfactory in character to the Law School attended and (A) amounting to at least 72 hours; (B) spread over not less than three terms, and (C) in periods of not less than two hours a week.

The records of each Law School shall be conclusive as to attendance made at that School.

(3) A person attending a course of legal education, in pursuance of section 32 of the Solicitors Act, 1932, will (unless excused by the Head of the School) be required to submit himself to terminal examinations held in connection with the course for the purpose of satisfying the Society of his diligence and application during attendance at any particular course and if, as a result of any such examination, a person fails so to satisfy the Society, the Society may refuse to count as part of the attendance under the section the whole or any part of the period of attendance at the course in respect of which the examination has been held.

8. The examination in law referred to in section 7 (3) (*b*) of the Solicitors Act, 1936, shall mean one of the following Examinations, that is to say:—

Honours in the Final Honour School of Jurisprudence at Oxford.

Honours in the Law Tripos (Part II) at Cambridge.

The Final Examination for the degree of LL.B. at one of the following Universities, namely:—Aberdeen, Birmingham, Bristol, Cambridge, Dublin, Durham, Edinburgh, Glasgow, Leeds, Liverpool, London, Sheffield, Wales, the Victoria University of Manchester, the National University of Ireland, and the Queen's University of Belfast; or the Final Examination for the degree of B.C.L. at the Universities of Durham and Oxford.

9. These Regulations shall apply only to persons becoming bound by articles of clerkship on and after the 1st January, 1937, and shall come into force as from that date.

By Order of the Council,

E. R. COOK,
Secretary.

23rd October, 1936.

SCHEDULE.

FORM 1.

The Solicitors Act, 1936.

NOTICE TO THE LAW SOCIETY.

I (name)
of (address)
son of (name, address and occupation of father)
.
intend to become bound by articles of clerkship with (name and address of solicitor)
.

I was born on the day of 19 ,
and send herewith my birth certificate.

The following are the names and addresses of two persons each of whom will vouch as to my character and as to my suitability and fitness for service under articles:—

I request that the Council of The Law Society will issue to me their consent under section 2 (2) of the Solicitors Act, 1936, to my entry into articles.

Dated this day of 19 .

Signature of intending Articled Clerk.

To the Secretary of The Law Society,
Law Society's Hall,
Chancery Lane,
London, W.C.2.

NOTE.—The certificates as to character, fitness and suitability must be from two responsible persons (not near relatives of the applicant) who are resident in the United Kingdom and who have known him personally for not less than two years. Preferably one certificate from a responsible official of the School, College or University at which the applicant was educated and one certificate from a Clergyman, Justice of the Peace, Solicitor or other person of known standing.

The Society may, if they think fit, before issuing their consent require the applicant to attend before them in person and/or to furnish such additional evidence of character, fitness and suitability as they may consider necessary.

FORM 2.

The Solicitors Act, 1936.

CERTIFICATE AS TO CHARACTER, FITNESS AND SUITABILITY.

I (name)
of (address and profession, occupation or position)
.
certify that (name and description of Applicant)
.
has been personally known to me for upwards of
years last past. [*State relationship, if any.*]

I believe him to be of good character and a fit and suitable person to be accepted as an articled clerk with a view to being admitted a solicitor of the Supreme Court.

I am able to sign this certificate from my own knowledge of the applicant which is based on [*Here set out the extent of knowledge of the applicant and the opportunities which the person certifying has had of judging the applicant's character, fitness and suitability.*]

Dated this day of 19 .

Signature.

To the Secretary of The Law Society,
Law Society's Hall,
Chancery Lane,
London, W.C.2.

NOTE.—The certificates as to character, fitness and suitability must be from two responsible persons (not near relatives of the applicant) who are resident in the United Kingdom and who have known him personally for not less than two years. Preferably one certificate from a responsible official of the School, College or University at which the applicant was educated and one certificate from a Clergyman, Justice of the Peace, Solicitor or other person of known standing.

Societies.

Hampshire Incorporated Law Society.

ANNUAL MEETING.

The forty-fifth annual meeting of the Hampshire Incorporated Law Society was held at the Civic Centre, Southampton, on Friday, 30th October, Mr. C. B. Pinnock, of Portsmouth, the retiring President, being in the chair.

After the adoption of the balance sheet and the annual report, which, among other things, disclosed the fact that the Society's law prize for the past twelve months had been awarded to Mr. D. J. Ward, articled to Mr. S. P. Roberts, of Portsmouth, who obtained second class honours in November last, the retiring President proposed the election of Mr. A. L. Bowker, of Winchester, as President for the ensuing year. This proposition having been seconded by Mr. J. C. Dominy, of Eastleigh, was carried unanimously. The new President having been invested, suitably returned thanks for the confidence imposed in him by the Society.

On the proposition of Mr. W. K. Pearce, of Southampton, seconded by Mr. Henry White, of Winchester, Mr. Leonard F. Paris, of Southampton, was unanimously elected Vice-President for the ensuing year. In making the proposition, Mr. Pearce referred to the long period of service Mr. Paris had served as Secretary to the Society.

The four retiring members on the committee were re-elected, together with the Honorary Auditor, Honorary Secretary, Honorary Treasurer and representatives on the Board of Legal Studies.

Owing to the election of Mr. L. F. Paris as Vice-President, it was decided to appoint his nephew, Mr. C. G. A. Paris, as Assistant Secretary for the ensuing year.

Mr. Henry White, of Winchester, then gave a report of the Sub-Committee of the Solicitors' Benevolent Association.

The new President gave a very interesting address upon the law relating to Sunday observance, pointing out that by general ecclesiastical law it was provided that every member of the Church of England was bound under pain of ecclesiastical censure to attend divine worship once on every Sunday, but that as ecclesiastical censure was now obsolete, this was not enforceable, but it necessarily followed that all members had the right to go to their own parish church and therefore could not lawfully be excluded therefrom. He referred to many curious provisions of old Acts of Parliament relating to Sunday observance, such as the Town Police Clauses Act, which gave power to the minister to apply to the police to make regulations as to the route along which horses, asses, mules, sheep, goats and swine might be driven during the hours of divine service. In dealing with Sunday amusements, he pointed out that by the Sunday Observance Act of 1625, it was lawful for people to indulge in lawful sports and pastimes within the boundaries of their own parishes but that meetings or assemblies for such purpose outside their own parish was forbidden. It was, however, illegal to allow baiting of bulls or bears, or interludes or common players even within their own parishes, the penalty being 3s. 4d., or in default of distress, the offender might be placed in the stocks for three hours. The playing of billiards or bagatelle in public was also illegal on Sunday, likewise the shooting of game or the taking or killing of salmon, except with a rod or line. By the Sunday Observance Act, 1677, no tradesman, artificer, workman or labourer was allowed to do or exercise any worldly labour, business or work of their ordinary calling, except they be works of charity or necessity. As to these works of necessity, it is specifically laid down that while meat may not be sold, yet the dressing of meat in families, inns, cookshops and victualling houses was legal.

A baker could not bake bread or rolls, but was allowed to bake puddings or pies.

The President refrained from dealing with the question of the sale of intoxicating liquors, as he felt that the members would know from personal experience what was or was not allowed.

He dealt with the various judicial acts which were or were not allowed to be done on Sunday, pointing out that if on a Saturday a jury was locked up to consider their verdict and could not agree, the court could adjourn to Sunday and sit, while the judge might enquire as to whether the jury were agreed on their verdict, the verdict could not be taken till the Monday.

On the proposition of Mr. V. E. G. Churcher, seconded by Mr. T. E. Brown, of Winchester, a very hearty vote of thanks was passed to the President for his most interesting address.

FORD TRUST PRIZE.

The prize for the year ending July, 1936, has been awarded by the Trustees equally between Mr. Harry Kirk, B.A. (Oxon), articled to Mr. Herbert Ashling, of Bournemouth, and Mr. Dudley James Ward, articled to Mr. Samuel Pugh Roberts, of Messrs. Blake, Lapthorn, Roberts & Rea, of Portsmouth.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on 4th November at 60, Carey Street, W.C.2, with Mr. C. S. Bigg (Leicester) in the chair. The following Directors were present: Messrs. G. S. Blaker (Henley), P. D. Botterell, C.B.E., W. Sefton Clarke (Bristol), Sir Edmund Cook, C.B.E., Messrs. T. G. Cowan, T. S. Curtis, G. C. Daw (Exeter), E. F. Dent, R. Epton (Lincoln), A. N. Hickley, O. J. Humbert, G. Keith, Sir E. F. Knapp-Fisher, Messrs. C. W. Lee, J.P., C. G. May, R. C. Nesbitt, W. N. Riley (Brighton), F. L. Steward (Wolverhampton), H. White (Winchester) and the Secretary. Mr. R. C. Nesbitt, of London, was elected Chairman for the ensuing year and Mr. F. L. Steward, of Wolverhampton, was elected Vice-Chairman. Mr. B. K. Cox was elected Director at Bradford. £1,399 was distributed in grants to necessitous cases; seventeen new members were admitted, and other general business was transacted.

University of London Law Society.

The University of London Law Society held a debate on Tuesday, 10th November, at Gower Street, "That the case of *Thomas* v. *Sawkins* [1935] 2 K.B., was wrongly decided." The subject of the action arose out of the right of the police to be present at a public meeting held on private premises. Proposer: Bilimoua; opposer: K. Chand (hon. secretary). There also spoke Messrs. Garner, Brock, Wood, Levy, Wood, Stranders and Flood. The appeal was by way of a case stated by the Glamorganshire Justices. The motion was lost by nine to twenty-two votes.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. JOHN HARRY NEILD COLLIS to be the Registrar of Wolverhampton and Dudley County Courts as from the 1st November, 1936.

The Lord Chancellor has appointed Mr. ELIAS LOUIS JONES to be the Registrar of Holywell and Flint County Court, and Mr. JAMES JONES MARKS to be Registrar of Rhyl County Court, as from the 26th October, 1936.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service:—

Mr. S. W. P. FOSTER-SUTTON, appointed Assistant to Attorney-General, Jamaica.

Mr. M. J. P. HOGAN, appointed Chief Magistrate, Palestine.

Mr. W. H. IRWIN, appointed District Magistrate, Gold Coast.

Mr. T. H. MAYERS, appointed Resident Magistrate, Jamaica.

Mr. W. J. FITZGERALD, M.C. (Attorney-General, Northern Rhodesia), appointed Attorney-General, Palestine.

Mr. J. R. GREGG (Police Magistrate, Gold Coast), appointed Crown Counsel, Nyasaland.

Mr. H. H. HEARNE (Puisne Judge, Tanganyika), appointed Puisne Justice, Ceylon.

Mr. H. R. HONE, M.C. (Attorney-General, Gibraltar), appointed Attorney-General, Uganda.

Mr. P. A. MCELWAINE (Attorney-General), appointed Chief Justice, Straits Settlements.

Mr. C. M. REECE (Registrar of the Supreme Court), appointed Attorney-General, Gibraltar.

Mr. J. L. H. W. SAVARY (Puisne Judge, British Guiana), appointed Puisne Judge, Gold Coast.

Mr. J. B. THOMSON (District Officer), appointed Resident Magistrate, Northern Rhodesia.

Mr. H. H. TRUSTED (Attorney-General), appointed Chief Justice, Palestine.

Mr. E. K. WALCOTT (Solicitor-General), appointed Attorney-General, Barbados.

Mr. M. WILSON (Senior Magistrate, Uganda), appointed Puisne Judge, Tanganyika.

Tynemouth Town Council have appointed Mr. F. G. EGNER, Deputy Town Clerk, as Town Clerk, in succession to Mr. C. C. Henderson, who has retired. Mr. FREDERICK W. ROBERTS, Legal Assistant, has been appointed Assistant Town Clerk. Mr. Egner was admitted a solicitor in 1929, and Mr. Roberts in 1935.

Mr. FREDERICK J. SMITH, Solicitor, of Colchester, deputy coroner for thirteen years, has been appointed Coroner of Colchester. Mr. Smith was admitted a solicitor in 1923.

Mr. A. J. LOCKE, Deputy Clerk to High Wycombe borough magistrates, has been appointed Clerk to the Dorking magistrates.

Professional Announcements.

(2s. per line.)

GODDEN HOLME & WARD, of 34, Old Jewry, London, E.C.2, have taken into partnership as from the 1st November, 1936, EDWIN GORDON SYKES and DESMOND GORDON NOTTING LLOYD-LOWLES, who have been associated with them for some years past. The name of the firm will remain unchanged.

Notes.

A dinner to celebrate the Centenary of the General Reversionary & Investment Company will be held at the Savoy Hotel on Wednesday, 18th November.

An ordinary meeting of The Medico-Legal Society will be held at Manson House, 26, Portland Place, W.1, on Thursday, the 26th November, at 8.30 p.m., when a paper will be read by Dr. W. G. Barnard on "The Medico-Legal Institute." Members may introduce guests to the meeting on production of the member's private card.

A meeting of the Agricultural Members of The Auctioneers' and Estate Agents' Institute of the United Kingdom will be held at 29, Lincoln's Inn Fields, W.C.2, on Friday, 20th November, at 2.30 p.m., when Mr. H. G. Richardson (Secretary, Tithe Redemption Commission) will deliver a paper entitled "The Tithe Act, 1936."

On the 5th November, says *The Times*, Mr. M. P. Griffith-Jones took his seat for the first time at Marylebone Police Court, where he succeeds Mr. Harold McKenna, who has been transferred to Bow Street Police Court. Mr. Anthony Hawke welcomed Mr. Griffith-Jones on behalf of the Bar. Mr. A. A. Romain, speaking for the solicitors practising at the court, said that Marylebone was a happy place where a spirit of mutual help existed and would continue to exist. He was confident that that spirit would be a great help to the magistrate in carrying out his difficult duties. Mr. Griffith-Jones expressed his thanks.

Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness. Part II.	Mr. Justice Bennett. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Nov. 16	Jones	More	*Jones	Blaker
,, 17	Ritchie	Hicks Beach	*Ritchie	More
,, 18	Blaker	Andrews	Andrews	Ritchie
,, 19	More	Jones	*More	Andrews
,, 20	Hicks Beach	Ritchie	*Hicks Beach	Jones
,, 21	Andrews	Blaker	Blaker	Hicks Beach
	Group I. Mr. Justice Crossman. Witness. Part I.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Nov. 16	*Hicks Beach	*Ritchie	Andrews	More
,, 17	*Andrews	*Blaker	Jones	Hicks Beach
,, 18	*More	*Jones	Hicks Beach	*Blaker
,, 19	Ritchie	*Hicks Beach	Blaker	Jones
,, 20	*Blaker	Andrews	More	Ritchie
,, 21	Jones	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 19th November, 1936.

	Div. Months.	Middle Price 11 Nov. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 18 7
Consols 2½%	JAJO	85½	2 18 6	—
*War Loan 3½% 1952 or after	JD	106⅝	3 5 8	2 19 5
Funding 4% Loan 1960-90	MN	118	3 7 10	2 18 4
Funding 3% Loan 1959-69	AO	102½	2 18 8	2 17 2
Funding 2½% Loan 1956-61	AO	93½	2 13 6	2 17 7
Victory 4% Loan Av. life 23 years	MS	116	3 9 0	3 0 5
Conversion 5% Loan 1944-64	MN	117¾	4 4 11	2 4 8
Conversion 4½% Loan 1940-44	JJ	110	4 1 10	2 7 2
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	3 0 7
Conversion 3% Loan 1948-53	MS	104½	2 17 5	2 10 6
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 5 6
Local Loans 3% Stock 1912 or after	JAJO	98	3 1 3	—
Bank Stock	AO	380	3 3 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	115	3 18 3	3 3 1
India 3½% 1931 or after	JAJO	99¾	3 10 2	—
India 3% 1948 or after	JAJO	88	3 8 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 14 10
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 13 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 3 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	96	2 12 1	2 15 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 4
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	105	3 11 5	3 4 10
Canada 4% 1953-58	MS	113	3 10 10	3 0 2
*Natal 3% 1929-49	JJ	102	2 18 10	—
*New South Wales 3½% 1930-50	JJ	102	3 8 8	—
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 4
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 2
South Africa 3½% 1953-73	JD	107xd	3 5 5	2 19 5
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	99	3 0 7	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 13 1
Essex County 3½% 1952-72	JD	106½	3 5 9	2 19 8
Leeds 3% 1927 or after	JJ	97	3 1 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82xd	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½xd	3 2 2	—
Manchester 3% 1941 or after	FA	97½	3 1 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½xd	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98½	3 0 11	3 1 1
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 16 11
Middlesex County Council 4% 1952-72	MN	113½	3 10 6	2 18 7
† Do. do. 4½% 1950-70	MN	115	3 18 3	3 3 1
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133⅓	3 14 11	—
Gt. Western Rly. 5% Preference	MA	125	4 0 0	—
Southern Rly. 4% Debenture	JJ	113½	3 10 6	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3 11 1	3 5 6
Southern Rly. 5% Guaranteed	MA	133½	3 14 11	—
Southern Rly. 5% Preference	MA	125	4 0 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

TABLE OF CASES

previously reported in current volume.

PAGE

Aaronson and Others *v.* Ghadieh and Others 815
Abalian *v.* Innous 594
Aeolian Co. Ltd. *v.* Commissioners of Inland Revenue 736
Akbar Khan *v.* Attar Singh 718
Anchor Line (Henderson Brothers) Ltd., *In re* .. 572
Andreae *v.* Selfridge & Co. Ltd. 792
Andrews, *In re*; *Ex parte* Official Receiver *v.* Standard Range and Foundry Co. Ltd. 594
Appenrodt *v.* Central Middlesex Assessment Com. 574
Arran *v.* Walters 793
Ashby Warner & Co. Ltd. *v.* R. W. Simmons .. 552
Attorney-General *v.* Oldham Corporation 654
Attygalle and Another *v.* R. 571
B. *v.* B. 637
Barbanell *v.* Naylor 876
Beddoes *v* Shaw 594
Bendir and Others *v.* Anson 612, 873
Beresford *v.* Royal Insurance Co. Ltd. 596
Berg *v.* Sadler & Moore.. 573
Bertram *v.* Wightman 721
Bowen *v.* Commissioners of Inland Revenue 595
Brooks *v.* Jefferies 856
Brown *v.* Brown 817
Browne *v.* Moody and Others 814
Cafferata *v.* Wilson; Reeve *v.* Same 856
Carnarvon Harbour Acts, 1793 to 1903, *In re*; Thomas *v.* Attorney-General 612
Central London Railway Company *v.* Commissioners of Inland Revenue; London Electric Railway Company *v.* Same; Metropolitan Railway Company *v.* Same 686
Chabot *v.* Davies and Another 875
Chartered Surveyors' Benevolent Fund (Incorporated), *In re* 705
C. Christopher (Hove) Ltd. *v.* Williams and Another 853
Clifton, otherwise Packe *v.* Clifton 555
J. & P. Coats Limited Application, *In re* 611
Cole *v.* Police Constable 443a 855
Collingwood *v.* Home & Colonial Stores Ltd. 853
Commissioners of Inland Revenue *v.* Bilsland .. 675
Commrs. of Inland Rev. *v.* Morgan-Grenville-Gavin 573
Commrs. of Inland Rev. *v.* Pearson; Same *v.* Pratt .. 636
Commissioners of Inland Revenue *v.* Thompson .. 706
Conway *v.* New Ideal Homesteads Ltd. 873
County Valuation Committee for the County of Middlesex *v.* Assessment Committee for the West Middlesex Assessment Area 719
Craven-Ellis *v.* Canons Ltd. 652
Craze *v.* Meyer-Dunmore Bottlers' Equipment Co. 552
Dear *v.* Dear and Clark 657
A Debtor (No. 15 of 1936), *In re* 755
De Jetley Marks *v.* Greenwood and Others 613
Dodworth *v.* Dale 690
Dolby *v.* Halmshaw 877
Dryden *v.* Surrey County Council and Stewart .. 656
Duncan *v.* County Council of County of Aberdeen .. 702
Eaton-Turner *v.* McKenna (Inspector of Taxes) .. 893
English *v.* Bloom and the London Passenger Transport Board; Siegenberg *v.* Same (Consolidated) 795
Espir and Others *v.* Basil Street Hotel, Ltd. .. 894
Executors of Marshall, deceased, Executors of Hood, deceased, and Rogers *v.* Joly (Inspector of Taxes) 533
Fenwick's Will Trusts, *In re*: Fenwick *v.* Stewart .. 553
Ferrier *v.* Scottish Milk Marketing Board 718
Finney *v.* Mayor, etc., of Birkenhead 655
Gaskell & Chambers Ltd. *v.* Hudson, Dodsworth and Co. 721
Gatti's Voluntary Settlement, *In re*; de Ville *v.* Gatti 704
Gaumont British Corporation Ltd. *v.* Alexander .. 816
Gerard *v.* Worth of Paris Ltd. 633
Gibson *v.* Roberts 596
Glamorgan County Council *v.* Ayton 877
Great Western Rly. Co. *v.* Henry B. James & Sons Ltd. 596
Grein *v.* Imperial Airways Ltd. 735
Greyhound Racing Association Ltd. *v.* Cooper (Inspector of Taxes) 738
Gwilym *v.* Aberbeeg Collieries Ltd. 873
Hain Steamship Co., Ltd. *v.* Tate & Lyle, Ltd. .. 687
Harrods (Buenos Aires) Ltd., *In re* 689
Havard *v.* Amalgamated Anthracite Collieries, Ltd. 875
Hearts of Oak Building Society *v.* Law Union & Rock Insurance Co. Ltd. 755
Hepworth, *In re*; Rastall *v.* Hepworth 672
Herd *v.* Herd: King's Proctor Intervening 837
Hill *v.* Ladyshore Coal Co. Ltd. 874
Hill *v.* Tothill 572
Holland, In the Estate of, deceased 838
Holland *v.* Administrator of German Property .. 653
Homer *v.* Donisthorpe Colliery Co. Ltd. 895
Horder, *In re*; *Ex parte* The Trustee 672
Horn *v.* Minister of Health 615, 688
Howard *v.* Furness Houlder Argentine Lines Ltd. and A. & R. Brown Ltd. 554
Hughes (Inspector of Taxes) *v.* Bank of New Zealand 634
Imperial Chemical Industries, Ltd., *In re* 533
Income Tax Commissioner, Bengal *v.* Mercantile Bank of India, Ltd. and Others 593
Izzard *v.* Universal Insurance Co., Ltd. 754
Jackson *v.* Jackson and Barwell 657
James *v.* Commonwealth of Australia and Others .. 688
Jervis *v.* Howle and Talke Colliery Co. Ltd. 875
Joly (Inspector of Taxes) *v.* Pinhoe Nurseries Limited 534
Jones *v.* Down (Inspector of Taxes) 553
Kearns *v.* Gee, Walker & Slater Ltd. 854
Lambert *v.* Lambert 838
Leemann *v.* Montagu 691
Legge (George) & Son, Ltd. *v.* Wenlock Corporation 755
Liddell-Grainger *In re*: Dormer *v.* Liddell-Grainger .. 836
Lindsey County Council *v.* Marshall 702
Liverpool Corn Trade Assn., Ltd. *v.* Hurst and Others 673
London County Freehold and Leasehold Properties Ltd. *v.* Berkeley Property and Investment Co. Ltd. 652

PAGE

London (Hammersmith) Housing Order, *In re*: Application of Land Development Co. Ltd. and Another 690
London Midland & Scottish Rly. Co. *v.* Greaver and Another 878
Lovibond *v.* Grand Trunk Railway Company of Canada and Others 734
Lyons *v.* Collins 737
Mahadeo *v.* R. 551
Marchant *v.* Ford and Others 791
Marchant *v.* Ford and Others (No. 2) 893
Marie Musurus, deceased, In the Estate of 637
Marriott *v.* Minister of Health 535
Marshall *v.* London Passenger Transport Board .. 893
Matania *v.* National Provincial Bank Ltd. and Others 532
McGowan *v.* Osgoldcross Assessment Committee .. 614
Merstham Manor Ltd. *v.* Coulsdon and Purley U.D.C. 615
W. H. Muller and Co.'s Algemeene Mijnbouw Maatschappij *v.* Ebbw Vale Steel, Iron and Coal Company, Limited 722
Murray *v* Schwachman Ltd. 635
National Carbonising Co. Ltd. *v.* British Coal Distillation Ltd. 652
Newell *v.* Cross; Same *v.* Cook; Same *v.* Plume; Same *v.* Chenery 674
Olsen *v.* Corry and Gravesend Aviation Ltd. .. 855
Patten, *In re*; Official Receiver *v.* Patten 673
R. and W. Paul, Ltd. *v.* Wheat Commission 753
Paul *v.* Paul 555
Pennsylvania Shipping Co. *v.* Compagnie Nationale de Navigation 722
Pick *v.* Paling 704
Priestman (Alfred) & Co. (1929) Ltd., *In re* 720
Prosser *v.* Richings & Another 794
R. *v.* Gee; R. *v.* Bibby; R. *v.* Dunscombe 536
R. *v.* Governor of Brixton Prison 876
R. *v.* Grant 572
R. *v.* Hutchison and Others; *Ex parte* McMahon .. 723
R. *v* Perry; *R. v.* Dransfield 896
R. *v.* Robertson and Another 691
R. *v.* Salford Assessment Committee 614
R. *v.* Sheridan 535
R. *v.* Wandsworth Licensing Justices 635
Rhokana Corporation Ltd. *v.* Commissioners of Inland Revenue 738
Riddell, *In re*; Public Trustee *v.* Riddell .. 595, 672
Ritz Cleaners Ltd. *v.* West Middlesex Assessment Committee 854
Roden *v.* Brett 596
Rofe *v.* Kevorkian 719
Sakariyawo Oshodi, since deceased *v.* Brimah Balogun and the Scottish Nigerian Mortgage and Trust Company, Ltd. 753
Sharman's Contract, *In re* 689
Sim *v.* Stretch 703
Smith *v.* Kinsey 853
Smith's Will Trusts, *In re*; Smith *v.* Melville .. 612
Sodeman *v.* R. 532
Spencer Flats, Limited, *In re* 720
Symes and Others *v.* Essex Rivers Catchment Board 535
Tegg, *In re*; Public Trustee *v.* Bryant 552
Thornber, *In re*; Crabtree *v.* Thornber 689
Tibbals *v.* Port of London Authority 611
Toller *v.* Law Accident Insurance Society Ltd. .. 633
Tolnay and Another *v.* Criterion Film Productions Ltd. 795
Trinidad Petroleum Development Co. Ltd. *v.* Commissioners of Inland Revenue 705
Turner's Will Trusts, *In re*; District Bank Limited *v.* Turner 791
Victoria Spinning Co. (Rochdale) Ltd. *v.* Matthews .. 735
W. *v.* W. 656
Warner Bros. Pictures Incorporated *v.* Nelson .. 855
Ward *v.* Tibbatts 793
West Bromwich Building Society *v.* Bullock .. 654
West of England Road Metal Co. Ltd., *Re* 817
Westminster Bank Ltd. *v.* Imperial Airways Ltd 794
Westminster City Council *v.* Southern Railway Company and Others; Westminster City Council and Another *v.* Southern Railway Co. and Others 671
White-Popham Settled Estates, *In re* 816
Whittle *v.* Ebbw Vale Steel, Iron & Coal Co. Ltd. .. 671
Williams *v.* Hughes 633
Wilson Box (Foreign Rights) Limited (in Liquidation) *v.* Brice 836
Woodhouse *v.* Commissioners of Inland Revenue .. 705
Woolworth, F. W. & Co. Ltd. *v.* Lambert 703
World Transport Company *v.* Tealing & Co. 634
Wray *v.* Essex County Council 894
Wurzal *v.* Houghton Main Home Coal Delivery Service Ltd; Same *v.* Atkinson and Others .. 895

REVERSIONARY INTEREST SOCIETY
LTD. (EST. 1823.)

EQUITABLE REVERSIONARY INTEREST
SOCIETY, LTD. (EST. 1835.)

The two Societies are under the same management at

19, COLEMAN STREET, LONDON, E.C.2.

Total Funds invested in the purchase of Reversions and Life Interests or in Loans upon them: £1,800,000.

The Law Costs for Loans are regulated by Scale.

THE ROYAL
SURGICAL AID
SOCIETY.

Head Office: SALISBURY SQUARE, FLEET STREET, E.C.4.

Patron: HIS MAJESTY THE KING.
Treasurer:
W. HANBURY AGGS, Esq., M.A., LL.M.

The Society was established in 1862 to supply SPINAL SUPPORTS, LEG INSTRUMENTS, TRUSSES, ELASTIC STOCKINGS, ARTIFICIAL LIMBS, &c.

Since the commencement of the Society it has supplied over

1,590,000 APPLIANCES TO THE POOR.

Annual Subscription of £0 10 6
Life Subscription - - £5 5 0

entitles to Two Recommendations per annum, and so on in proportion to amount.

Subscriptions and Donations will be thankfully received by the Bankers, BARCLAYS BANK, Ltd., 19, Fleet Street, E.C.4, or by the Secretary, RICHARD C. TRESIDDER, at the Offices of the Society.

LEGACIES ARE SOLICITED.

EDE & RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

Robe Makers — Court Tailors

BY APPOINTMENT.

TAILORING—SOLICITORS' GOWNS

Wigs for Registrars, Town Clerks and Coroners.

93 & 94, CHANCERY LANE, LONDON, W.C.2.

ST. JOHN'S HOSPITAL
FOR DISEASES OF THE SKIN

Established 1863. Incorporated 1904.

5, LISLE STREET, LEICESTER SQUARE, LONDON, W.C.2.

Patroness: HER MAJESTY QUEEN MARY.
President: THE COUNTESS OF CHESTERFIELD.

Over 1,000 CASES are TREATED EVERY WEEK at the Out-Patient Department. The In-Patient Department has 40 Beds and a waiting list of patients. The Hospital is the recognised CENTRE for the STUDY of DISEASES of the SKIN and for RESEARCH WORK in those DISEASES.

IT HAS NO ENDOWMENT.

Annual Subscriptions, Donations and LEGACIES are urgently needed.

LEONARD G. R. TURPIN, F.C.C.S., Secretary.

THOUSANDS of BLIND READERS derive their HAPPINESS from Books produced and loaned FREE by
THE NATIONAL
LIBRARY FOR THE BLIND
(Registered under the Blind Persons Act, 1920)
35, GREAT SMITH STREET, LONDON, S.W.1.

Chairman:
THE RT. HON. LORD BLANESBURGH, P.C., G.B.E.
6,000 VOLUMES EXCHANGED EACH WEEK.
PLEASE HELP BY GIFT OR BEQUEST.
Report sent on application.

H. E. FOSTER & CRANFIELD

'Phone: City 1451 (4 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

At the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.

On THURSDAY next, 19th NOVEMBER at 2.30.

ABSOLUTE REVERSION on decease of life 61, to £6,300. Solicitors, Messrs. W. R. Bennett & Co., 74, Great Russell Street, W.C.1.

ABSOLUTE REVERSION, life 68, to about £2,630. Solicitors, Messrs. Withers & Co., 4, Arundel Street, Strand, W.C.2.

ABSOLUTE REVERSION, life 68, to 1/12 of property at Woodford. Solicitors, Messrs. Gotelee & Goldsmith, 11, Arcade Street, Ipswich.

ABSOLUTE REVERSION, life 60, of ½ of £6,905, 3½ per cent. War Loan. Solicitors, Messrs. Bird, Eldridge and Vinter, 18, John Street, Bedford Row, W.C.1.

REVERSION to £600, life 78 (contingent on survival). Solicitors, Messrs. Mayo & Perkins, 1A, Terminus Buildings, Eastbourne.

ABSOLUTE REVERSION, life 37, to £6,000. Solicitors, Messrs. Wake, Wild & Boult, 5, Little Britain, E.C.1.

ABSOLUTE REVERSION to about £900. Solicitors, Messrs. Few & Co., 22–24, Sidney Street, Cambridge.

LEGACY of £500 and ⅛ share of property at Lea Bridge Road, Clapton, E. Solicitors, Messrs. Greenland, Houchen and Co., Attleborough, Norfolk.

POLICIES OF ASSURANCE.

£1,000, Manufacturers Life Insurance Co. (of Canada) Endowment, maturing 1962. Premium £28 4s. Bonuses £90 9s.

£1,000, same Office, Endowment, maturing 1950. Premium £48 17s. Bonuses £33 18s.

£1,000, same Office (whole life), age 34. Premium (20 payments) £32 5s. Bonuses £42 10s.

£400, Atlas Assurance Co. Endowment, payable 1940. Premium £6 11s. 3d. per quarter; bonuses £99 2s.

RENT CHARGE of £73 14s. 9d. p.a., well secured on property at Birmingham. Solicitors, Messrs. Frank Taylor and Nightingale, 198, Upper Richmond Road, Putney, S.W.

LEASEHOLD GROUND RENTS, £54 p.a., arising out of 196–208 (even), Kent House Road, Beckenham. Solicitors, Messrs. Garland Wells & Co., Donington House, Norfolk Street, Strand, W.C.2.

An undivided one-half of Rent Charges of £11 and £11 10s. per annum, arising out of 12 houses, St. Helens, Lancs. Solicitors, Messrs. Henry Bailey & Strickland, St. Leonards-on-Sea, Sussex.

On THURSDAY, 3rd DECEMBER.

BICKLEY PARK, Close Chislehurst Station. Attractive Freehold Residence. Vacant Possession.

"AT MOORINGS," VALE ROAD.

4 bed rooms, 2 reception rooms, Garage.

Solicitors, Messrs. Lazarus, Son & L. A. Hart, 10, Queen Street, Mayfair, W.1.

By Order of Trustees. 19, JEWIN STREET, E.C.1.

Modern Offices and Warehouses let at £1,302 gross. Held for 31½ years at £230.

Solicitor, N. Mackover, Esq., 19, Jewin Street, E.C.1.

80, FANN STREET, E.C.1.—Freehold Warehouse and Show Rooms, 3,650 sq. ft. Vacant possession.

CLAPTON.—66 and 68, London Road.—Two FREEHOLD SHOPS. Well placed; let on leases; producing £132 p.a.

Solicitors, Messrs. Maltz, Mitchell & Co., Gwydir Chambers, 104, High Holborn, W.C.1. Estate Agent, Henry Jackson, Esq., 30, Barbican, E.C.1.

On WEDNESDAY, 9th DECEMBER.

LEASEHOLD GROUND RENTS, £111 p.a., arising out of 100–118 (even), Abbey Road, St. John's Wood. Term 18 years at a Peppercorn.

Solicitors, Messrs. Forsyte, Kerman & Phillips, 9, Carlos Place, Grosvenor Square, W.1.

By Order of Trustees.

FREEHOLD GROUND RENTS, £60 p.a. on 14 Houses in Hartington Road, South Lambeth. REVERSIONS 5½ YEARS.

Solicitors, Messrs. Ellis, Peirs & Co., 17, Albemarle Street, W.1. Surveyor, E. C. Baynham, Esq., 7, Little College Street, Westminster, S.W.1.

FREEHOLD GROUND RENTS, £404 p.a., on 73 Houses and 6 Shops in PECKHAM, STEPNEY, BROMLEY-BY-BOW, BATTERSEA, ABBEY WOOD, WANDSWORTH, and PENGE. Some with early reversions.

Solicitors, Messrs. W. H. Matthews & Co., Central House, Finsbury Square, E.C.2.

AT AN EARLY DATE. By Order of Trustees.

FREEHOLD GROUND RENTS, £774 p.a., many with early reversions, secured upon 190 HOUSES and 11 SHOPS in PLUMSTEAD, WEST HAM, CLAPHAM, WEST NORWOOD, and TOTTENHAM. Solicitors, Messrs. Ford, Harris, Ford & Simey, 25, Southernhay West, Exeter.

PERIODICAL SALES
ESTABLISHED 1843.

H. E. FOSTER & CRANFIELD

conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month, throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.

Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (4 lines).

PERIODICAL PROPERTY AUCTIONS.

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2, Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (4 lines).

FLEURET, HAXELL, MARKS & BARLEY

Auctioneers, Surveyors and Valuers,
22, BLOOMSBURY SQUARE, LONDON, W.C.1.
Telephone: MUSEUM 2534 (Two lines).

Specialists in Licensed Property, Assessments, Monopoly Values, Redundancy & Compensation Claims, etc.
ESTABLISHED OVER 100 YEARS.

FIELD & SONS

C. ROLAND FIELD, F.P.A.I., F.S.I.,
J. DONALD FIELD, M.A., LL.B., F.S.I., F.A.I.
(Established 1804.)

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:
4, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

KNIGHT, FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

CHAMBERLAIN & WILLOWS,

AUCTIONEERS, CHARTERED SURVEYORS AND ESTATE AGENTS,
offer a comprehensive service in matters connected with the
ACQUISITION, DISPOSAL, VALUATION AND MANAGEMENT OF ALL CLASSES OF PROPERTY IN THE METROPOLIS.
Head Office:
23, MOORGATE, E.C.2. METRO.: 5441 (6 lines).
Surburban Offices at FINSBURY, STAMFORD HILL, WOOD GREEN, PALMERS GREEN & STRATFORD.

Telephone: HOLBORN 0584 (3 lines).

WEATHERALL, GREEN AND SMITH,

Chartered Surveyors, Valuers, Auctioneers, and Estate Agents.
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION,
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

SALTER, REX & CO.

Auctioneers, Surveyors & Valuers
311, KENTISH TOWN ROAD, N.W.5,
and 121, CHEAPSIDE, E.C.2.
'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lns.

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.
Special attention also given to
Valuations; Specifications; Dilapidations;
Management of House Property; Compensation Claims;
Sales by Private Treaty.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

THE NATIONAL BENEVOLENT INSTITUTION

Founded by the late Peter Hervé.
Established 1812. Incorporated by Royal Charter.
Patrons—
H.M. THE KING.
H.R.H. THE DUKE OF KENT.
President—His Grace The Duke of Portland, K.G., G.C.V.O.
Treasurer—R. A. Austen-Leigh, Esq.

This Institution grants Annuities of £25 to distressed members of the Upper and Middle Classes of Society who have attained the age of 50 years and upwards.

Life Donations—£5, two votes; £10, four votes; and so on in proportion. *Annual Subscriptions*—5s. one vote, 10s. two votes; and so on in proportion.

Additional Support Greatly Needed and LEGACIES especially are earnestly solicited.

Full information to be obtained at the Office, 1, Woburn Square, London, W.C.1.

L. R. FERGUSSON, *Secretary.*

The National Hospital, Queen Square, W.C.1,

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES
ARE A VALUED HELP.
THE EARL OF HARROWBY, Treasurer.

Printed in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., 102–107, Fetter Lane, London, E.C.4, and Published at 29–31, Breams Buildings, London, E.C.4. 'Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145–149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, November 14th, 1936.